

Health Order Form

CALL-OFF REFERENCE:	C293058
THE BUYER:	NHS England
BUYER ADDRESS	7 and 8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	Accenture (UK) Limited
SUPPLIER ADDRESS:	30 Fenchurch Street London EC3M 3BD England
REGISTRATION NUMBER:	04757301
DUNS NUMBER:	734939007
DATE OF ISSUE:	24 July 2024
CALL-OFF START DATE:	15 August 2024
ACTUAL SERVICES COMMENCEMENT DATE:	15 August 2024
CALL-OFF EXPIRY DATE:	14 August 2027
CALL-OFF INITIAL PERIOD:	36 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	12 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 months
HANDOVER DATE (IF APPLICABLE) – SEE CALL OFF SCHEDULE 13A	12 September 2024
CALL-OFF CONTRACT VALUE INITIAL PERIOD (excl. VAT):	[REDACTED] [REDACTED]
CALL-OFF CONTRACT VALUE TOTAL PERIOD INCLUDING	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

EXTENSION OPTION (excl. VAT):

ANNEXES TO THIS ORDER FORM

The following Annexes form part of this Health Order Form.

Annex	Title	Version
Annex 1	Statement of Work (Specification) Template	2.0.1
Annex 2	Statement of Work (Costs) Template	1.0.1
Annex 3	Special Terms	1.0.1
Annex 4	Buyer's Mandatory Policies	1.0.1
Annex 5	Processing Personal Data	2.0.1
Annex 6	Key Subcontractors	1.0.1
Annex 7	Applicable Standards	1.0.1

STATEMENTS OF WORK

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute Statements of Work ("SOW"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Call-Off Contract.

The following SOWs will be executed at the same time as the Call-Off Contract:

Annex	Title	Version
	Not used	

The following SOW[s] form part of the Invitation to Tender and remain as drafts as at the date of this Call-Off Contract. The Buyer reserves the right to amend and update these SOWs following the execution of the Call-Off Contract.

Annex	Title	Version
SOW01	NHS Pathways Continuous Iteration	1.0
SOW02	111 Online Continuous Iteration	1.0
SOW03	Directory of Services Continuous Iteration	1.0
SOW04	UEC Data Continuous Iteration	1.0

A Statement of Work consists of two parts however the Specification and Costs together form the Statement of Work:

- **Specification:** the technical specification developed using template contained in the attached Annex 1 of this Health Order Form: Statement of Work Template (Specification); and
- **Costs:** the pricing workbook which shall be output from the Commercial model. An example of this may be found in Annex 2 of this Health Order Form: Statement of Work Template (Costs).

The Parties agree that the templates in both Annex 1 and Annex 2 to this Health Order Form may be updated by the Buyer from time to time to reflect emerging Buyer needs. The Buyer shall notify the Supplier of any material change to the template in writing.

CALL-OFF TERMS

The following sections of this Order Form include optional wording. Where such wording is marked with a ☒ that wording is included and applicable to this Call-Off Contract.. Where the wording is not marked as applying (i.e. ☐), then that wording is not incorporated into this Call-Off Contract.

For each of the documents listed below:

Where the document is not marked as applying (☐) , then those documents are not incorporated into this Call-off Contract.

Where the document is marked as applying (☒) , then those documents are incorporated into this Call-off Contract.

Schd.	Title	Ver.	Applies
THE ORDER FORM AND ANNEXES			
	This Order Form (including all Annexes)	2.0.1	<input checked="" type="checkbox"/>
JOINT SCHEDULES			
J01	Joint Schedule 1 Definitions	3.7.1	<input checked="" type="checkbox"/>
J02	Joint Schedule 2 Variation Form	3.1.1	<input checked="" type="checkbox"/>
J03	Joint Schedule 3 Insurance Requirements	3.1.1	<input checked="" type="checkbox"/>
J04	Joint Schedule 4 Commercially Sensitive Information	3.1.4	<input checked="" type="checkbox"/>
J05	Joint Schedule 5 Corporate Social Responsibility	3.2.1	<input checked="" type="checkbox"/>
J06	Joint Schedule 6 Key Subcontractors	3.1.1	<input checked="" type="checkbox"/>
J07	Joint Schedule 7 Financial Difficulties	3.3.1	<input checked="" type="checkbox"/>
J08	Joint Schedule 8 Guarantee	3.2.1	<input type="checkbox"/>
J09	Joint Schedule 9 unused		<input type="checkbox"/>
J10	Joint Schedule 10 Rectification Plan	3.0.1	<input checked="" type="checkbox"/>
J11	Joint Schedule 11 Processing Data	4.1.1	<input checked="" type="checkbox"/>
J12	Joint Schedule 12 Supply Chain Visibility	1.0.1	<input checked="" type="checkbox"/>

Schd.	Title	Ver.	Applies
CALL-OFF SCHEDULES			
C01	Call-Off Schedule 1 Transparency Reports	3.0.2	<input checked="" type="checkbox"/>
C02	Call-Off Schedule 2 Staff Transfer	3.2.2	<input checked="" type="checkbox"/>
C03	Call-Off Schedule 3 Continuous Improvement	3.0.1	<input checked="" type="checkbox"/>
C04	Call-Off Schedule 4 Call-Off Tender	3.1.1	<input checked="" type="checkbox"/>
C05	Call-Off Schedule 5A Health Pricing Details and Expenses Policy	3.1.1	<input checked="" type="checkbox"/>
C05.1	Call-Off Schedule 5A Annex 1 Call-Off Contract Prices	1.0	<input checked="" type="checkbox"/>
C05.2	Call-Off Schedule 5A Annex 2 Specific Technology Uplifts	1.0	<input checked="" type="checkbox"/>
C06	Call-Off Schedule 6 ICT Services	3.4.1	<input checked="" type="checkbox"/>
C07	Call-Off Schedule 7 Key Supplier Staff	3.0.1	<input checked="" type="checkbox"/>
C08	Call-Off Schedule 8 Business Continuity and Disaster Recovery Plan	3.2.1	<input checked="" type="checkbox"/>
C09	Call-Off Schedule 9A Health Security including Annexes 1,2 & 3	3.4.2	<input checked="" type="checkbox"/>
C09.4	Call-Off Schedule 9A Health Security including Annex 4 ISMS	3.4.2	<input type="checkbox"/>
C10	Call-Off Schedule 10A Health Exit Management	3.1.1	<input checked="" type="checkbox"/>
C11	Call-Off Schedule 11 Not Used		<input type="checkbox"/>
C12	Call-Off Schedule 12 Not Used		<input type="checkbox"/>
C13	Call-Off Schedule 13A Health Implementation Plan and Testing	3.2.2	<input checked="" type="checkbox"/>
C14	Call-Off Schedule 14 Service Levels	3.1.1	<input checked="" type="checkbox"/>
C15	Call-Off Schedule 15A Health Supplier and Contract Management	3.1.1	<input checked="" type="checkbox"/>
C16	Call-Off Schedule 16 Benchmarking	3.2	<input checked="" type="checkbox"/>
C17	Call-Off Schedule 17 MOD Terms		<input type="checkbox"/>
C18	Call-Off Schedule 18 Background Checks	3.0.1	<input checked="" type="checkbox"/>
C19	Call-Off Schedule 19 Scottish Law		<input type="checkbox"/>
C20	Call-Off Schedule 20 Call-Off Specification <i>As updated and supplemented by executed Statements of Work .</i>	3.0.2	<input checked="" type="checkbox"/>
C21	Call-Off Schedule 21 Northern Ireland Law		<input type="checkbox"/>
C22	Call-Off Schedule 22 Not Used		<input type="checkbox"/>
C23	Call-Off Schedule 23 Health Additional Call-Off Terms	1.0.3	<input checked="" type="checkbox"/>
C24	Call-Off Schedule 24 Health Probity	N/A	<input type="checkbox"/>
C25	Call-Off Schedule 25 Ethical Walls Agreement	1.0.1	<input checked="" type="checkbox"/>
C26	Call-Off Schedule 26 Form of Licence	1.0.1	<input type="checkbox"/>

FRAMEWORK CONTRACT RM6221

This Order Form is for the provision of the Deliverables and is dated as of the Date of Issue.

The Order Form and accompanying Schedules are issued pursuant to the Framework Contract with the reference number RM6221 for the provision of Digital Capability for Health Deliverables.

Defined terms used in this Order Form shall be interpreted in accordance with Joint Schedule 1 (Definitions), as updated by Annex 3 of this Order Form (Special Terms).

In this Call-Off Contract, a reference to a schedule numbered N, shall be interpreted as a reference to a schedule NA. For example, a reference to a Call-Off Schedule 5 (Pricing Details and Expenses Policy), shall be interpreted as a reference to Call-Off Schedule 5A (Pricing Details and Expenses Policy).

The Parties signature and agreement of this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. Commitment to buy and to supply the Deliverables shall occur when the parties execute Statements of Work. The parties shall keep a log of the agreed Statements of Work.

ORDER OF PRECEDENCE

In the event that any documents conflict, the following order of precedence applies. Documents listed at lower numbers in this list shall take precedence over documents listed with higher numbers:

1. This Order Form including the Order Form Annexes.
2. Executed Statements of Work
3. C23 - Call-Off Schedule 23 (Health Additional Call-Off Terms)
4. RM6221 DCFH Core Terms (version 3.0.9)
5. All remaining RM6221 Joint Schedules
6. All remaining Call-Off Schedules (excluding C04)
7. C04 - Call-Off Schedule 4 (Call-Off Tender)

Save as specifically agreed in this Health Order Form and Call-Off Schedule 6 (ICT Services), no Supplier terms form part of this Call-Off Contract. That includes any terms presented at the time of delivery or referenced by the Supplier in C04 - Call-Off Schedule 4 (Call-Off Tender).

For the avoidance of doubt, any variation of the Framework Terms by CCS following the signature of this Order Form, shall not automatically vary this Call-Off Contract. Any variation to the Call-Off Contract shall be in accordance with Clause 24 of the Core Terms.

CALL-OFF SERVICE PROVISION(S):

The following details the scope of required services and Deliverables at a high level. Further detail may be found within the detailed requirements documented within Call-Off Schedule 20 (Call-Off Specification),

Service Provision	Description	Main Service	Extra Services
DevOps Services	support for ongoing live services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Digital Definition Services	Either separately or combined GDS Discovery (as extended under Extended Discovery under Paragraph 4.3 below) and /or Alpha phases.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Build and Transition Services	either separately combining GDS Beta phase and/or Retirement phases (including transition to Live). It is anticipated that Live will be covered by an appropriate competition for DevOps Services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
End-to-End Development Services	with the ability to combine the full set of GDS agile phases of Discovery through to Live.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Data Management (and similar) Services	primarily targeted at building, enhancing, and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CALL-OFF SPECIAL TERMS

This Order Form amends the Framework Terms as detailed in Annex 3 (Special Terms). Any reference to a Call-Off Schedule, Joint Schedule or the Core Terms shall refer to them as amended by Annex 3. The Special Terms contained in Annex 3 are incorporated into this Call-Off Contract

CALL-OFF DELIVERABLES

The Call-Off Deliverables shall be as documented at a high level in Call-Off Schedule 20 (Call-Off Specification) and more specifically within individual Statements of Work.

Unless explicitly agreed in a Statement of Work, the Supplier will not make available or provide any Supplier Existing IPRs or Third Party IPRs as part of the Deliverables.

The Supplier will not make available or provide any Supplier or 3rd party COTS Software as part of the Deliverables without the prior written consent of the Buyer to be provided in a Statement of Work.

In the event that the Authority requests to license Supplier or Third Party COTS Software from or via the Supplier such arrangements will be specifically agreed as part of the applicable Statement(s) of Work.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is as stated in Clause 11.2 of the Core Terms.	
The Estimated Year 1 (12 month) Charges (excluding VAT) used to calculate liability in the first Contract Year is:	[REDACTED] [REDACTED] [REDACTED]

CALL-OFF CHARGES

The Framework utilises Capped Time and Materials, based on competed day rates, as the underlying basis of charging for the Call-Off Contract overall.

However, individual SOWs may be required to be priced based on any of the charging methods detailed below. More information on these may be found in Call-Off Schedule 5 (Pricing Details):

- (1) Capped Time and Materials
- (2) Fixed Price

REIMBURSABLE EXPENSES

The Rate Card includes all expenses related to delivering the Services at the locations specified in the Statements of Work. See Framework Schedule 3 (Framework Prices), and Paragraph 8 of Expenses Policy in Annex 1 of Call-Off Schedule 5A (Health Pricing Details and Expenses Policy).

MATERIAL KPIS

Call-Off Schedule 15A Health Supplier and Contract Management

The following Material KPIs shall apply to this Call-Off Contract in accordance with Paragraph 9 of Call-Off Schedule 15A:

Material KPI	Target	Measured by
As detailed in the Call Off Schedule 14 Annex A to Part A		

PAYMENT METHOD

Payments shall be made in accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

BUYER'S INVOICE ADDRESS

Name	NHS England
Email address	sbs.apinvoicing@nhs.net
Address	NHS England X24 Payable K005 PO Box 312 LEEDS LS11 1HP
Invoicing Information	<p>Any queries regarding outstanding payments should be directed to NHS England Accounts Payable section by email at financialaccounts@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to the above address and be sent as a PDF attachment by email to the following email address sbs.apinvoicing@nhs.net (one invoice per PDF)</p> <p>Emails must not exceed 10Mb and quote 'T56 Invoice Scanning' in subject line. Alternatively invoices can be sent via post to the above address.</p>

BUYER'S AUTHORISED REPRESENTATIVE

Name	[REDACTED]
Role	[REDACTED]
Phone	TBC
Email address	[REDACTED]@nhs.net
Address	7 and 8 Wellington Place, Leeds, LS1 4AP

STANDARDS REQUIREMENTS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the current relevant Call-Off Standards as set out in Annex 7 (Applicable Standards) of this Order Form as amended or supplemented by any Statement of Work.

BUYER’S MANDATORY POLICIES

The Buyer does not currently have a stand-alone Environmental Policy.

The Supplier shall (and shall ensure the Supplier’s employees, contractors and subcontractors shall) comply with the Buyer’s mandatory policies detailed in the table at Annex 4 (Mandatory Policies) of this Order Form and as updated from time to time.

In the event of a difference between any Buyer’s policy and Supplier’s policy (or their Subcontractor’s, policy), the Supplier agrees that the Buyer’s policy shall take precedence, save where otherwise agreed in the table below or in a Statement of Work.

The following supplier’s policy shall take precedence over the following Buyer’s policies	
Buyer’s Policy Title	Supplier’s Policy Title
N/a	N/a

SUPPLIER’S AUTHORISED REPRESENTATIVE

	[REDACTED]
	[REDACTED]
	[REDACTED]@accenture.com
	30 Fenchurch Street, London
	[REDACTED]
	[REDACTED]@accenture.com
	[REDACTED]
	30 Fenchurch Street, London

[REDACTED]
[REDACTED]@accenture.com
[REDACTED]
30, Fenchurch street, London

INSURANCES

Are additional insurances required in addition to that required by Joint Schedule 3 (Insurance Requirements)?	<input type="checkbox"/>
<i>Not used</i>	

Joint Schedule 4 (Commercially Sensitive Information)

- Bidders responses to any initial Statements of Work (specifications and costs);
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5A Annex 1 (Call-Off Contract Prices)
- Call-Off Schedule 5A Annex 2 (Specific Technology Uplifts)
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Form of Licence)

Is there additional Commercially Sensitive Information in addition to that listed in Joint Schedule 4 (Supplier's Commercially Sensitive Information)?	<input checked="checked" type="checkbox"/>
Call Off Schedule 5A Annex 1 Call Off Contract Prices, Supplier Bid - Evidence of Contract/ T1.1 Technical Response – Understanding of Technical Requirements/ T1.2 Technical Response – Delivery of Main Service/ T2 Approach to Delivery/ <i>Personal Data of Accenture employees</i>	

SOCIAL VALUE COMMITMENT
Joint Schedule 5 (Corporate Social Responsibility)

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Joint Schedule 5 (Corporate Social Responsibility) as detailed below.

The Supplier agrees to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input checked="" type="checkbox"/>
The Supplier may but is <u>not required</u> to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input type="checkbox"/>

KEY SUBCONTRACTOR(S)
Joint Schedule 6 (Key Subcontractors)

The Key Subcontractors are as set out in Annex 6 (Key Subcontractors) of this Order Form.

FINANCIAL DIFFICULTIES

Joint Schedule 7 (Financial Difficulties)

The following definitions supersede the definition of Monitored Company and Annex 1 of Joint Schedule 7 (Financial Difficulties).

“Monitored Company”	means the Supplier, together with: (where marked as applicable below) <ul style="list-style-type: none"> the Guarantor; any Key Subcontractor. 	<input type="checkbox"/>	<input type="checkbox"/>
“Rating Agencies”	<u>Experian</u> . The Buyer uses Experian as part of its assessment of the financial standing of the Supplier. In the event that the Experian credit report highlights concerns regarding the Supplier, the Buyer will use Dun & Bradstreet to do a more comprehensive and qualitative assessment of the financial standing of the Supplier and for the purposes of Joint Schedule 7 (Financial Difficulties). [Rating agency 2]		

With regard to section 4 (What happens if there is a financial distress event) clause 4.2 shall, unless explicitly checked otherwise below, apply:

There are, or are likely to be, Key Subcontractors, etc. and clause 4.2 regarding CCS rights and remedies shall apply	<input checked="" type="checkbox"/>
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The following Credit Rating Thresholds replace Part 1: Current Rating within Annex 2 of Joint Schedule 7 (Financial Difficulties)

Entity	Credit rating (long term)
Supplier	Dun & Bradstreet [REDACTED]
[Guarantor]	Not Used
Key Subcontractor/s	Dun & Bradstreet [REDACTED]

GUARANTEE

Joint Schedule 8 (Guarantee)

Where the financial evaluation has indicated the need for a Deed of Guarantee, A Deed of Guarantee shall be agreed in accordance with the template at Joint Schedule 8 (Guarantee).

PROCESSING PERSONAL DATA***Joint Schedule 11 (Processing Data)***

Annex 5 (Processing Personal Data) of this Order Form shall be read in place of Annex 1 of Joint Schedule 11 (Processing Data). Joint Schedule 11 continues to apply in its entirety

GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS***Joint Schedule 11 (Processing Data)***

The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will not be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input checked="" type="checkbox"/>
The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input type="checkbox"/>

MAINTENANCE OF DATA PROTECTION RECORDS***Joint Schedule 11 (Processing Data)***

Obligation	Obligation Applies*
The Processor <u>shall maintain</u> complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form.	<input checked="" type="checkbox"/>
The Processor <u>is not required</u> to maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form.	<input type="checkbox"/>
* this obligation can only be changed to 'No' (i) where the Processor employs less than 250 staff, and (ii) the Controller(s) under the Contract all agree the obligation can be disapplied in accordance with the criteria in paragraph 9 of Joint Schedule 11.	

THE FOLLOWING CALL-OFF SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

TRANSPARENCY REPORTS

Call-Off Schedule 1 (Transparency Reports)

The following transparency reports shall apply to the Call-Off Contract.

Title	Content	Format	Frequency
Performance metrics	Summary of Service Level for each month during the preceding Quarter, including: <ul style="list-style-type: none"> - Service Level Performance Measure; - Service Level Threshold Whether any Service Credits were owed	MS Word or Excel	Quarterly, when requested by the Buyer
Call-Off Contract Charges	Summary Charges under the Call-Off Contract for the preceding quarter	MS Word or Excel	Quarterly, when requested by the Buyer
Key Subcontractors and supply chain governance	Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with sub-contractors	MS Word or Excel	Quarterly, when requested by the Buyer
Technical	Not used		
Performance and underperformance management	Break down of resources used in delivery of the Services over previous quarter, including: <ul style="list-style-type: none"> - Roles - Grade Days utilised	MS Word or Excel	Quarterly, when requested by the Buyer
Resource plans	Not used		

STAFF TRANSFER***Call-Off Schedule 2 (Staff Transfer)***

The Parties expectations as to the application of TUPE as at the agreement of this Health Order Form is set out below. In the unlikely event that TUPE does apply contrary to the expectation of the Parties, then Call-Off Schedule 2 (Staff Transfer) shall be deemed to apply notwithstanding the expectation of the parties set out below. In such an event, the Parties agree to co-operate with each other, applying the terms of Call-Off Schedule 2 (Staff Transfer), to plan and execute TUPE arrangements.

Parties joint understanding as to the application of TUPE	Applies?	Interpretation
There is a Staff Transfer from Buyer on entry (1 st generation)	<input type="checkbox"/>	If Yes, Part A of Call-Off Schedule 2 shall apply.
There is a Staff Transfer from former / incumbent supplier on entry (2 nd generation)	<input type="checkbox"/>	If Yes, Part B of Call-Off Schedule 2 shall apply.
There is both a 1 st and 2 nd generation Staff Transfer on entry.	<input type="checkbox"/>	If Yes, both Part A and Part B of Call-Off Schedule 2 shall apply.
<u>Pensions</u> - The following pensions shall apply to the Staff Transfer:	<input type="checkbox"/>	D1 (CSPS)
	<input type="checkbox"/>	D2 (NHSPS)
	<input type="checkbox"/>	D3 (LGPS)
	<input type="checkbox"/>	D4 Other Schemes (specify which ones)
	<input type="checkbox"/>	Not Applicable
There is no Staff Transfer (either 1 st or 2 nd generation) at the Start Date.	<input checked="" type="checkbox"/>	Part C of Call-Off Schedule 2 shall apply.
Part E of Call-Off Schedule 2 (Dealing with Staff Transfer on exit) shall apply to every Call-Off Contract.		

OFFSHORE WORKING
Call-Off Schedule 5A – Health Pricing Details and Expenses Policy

Non-UK Suppliers or Subcontractors are acceptable.	<input checked="" type="checkbox"/>
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Where non-UK Suppliers or Subcontractors are used, the applicable rate card(s) shall be appended to Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) and Services provided by such Supplier Staff or Subcontractors shall be charged at rates no greater than those set out in the applicable rate card.

Non-UK Suppliers and Subcontractor rates are not permitted to be incorporated as part of a Call-Off Competition offer. Rates at time of competition must be based on supplying from the UK to the UK at and will be evaluated accordingly. As per the original Framework competition, Non-UK Suppliers are a value-added option which the Buyer may agree to take advantage of post contract award.

Where non-UK Subcontractors are used, the Supplier shall ensure it outlines its approach for offshore delivery in accordance with Joint Schedule 11 (Processing Data) and Call-Off Schedule 9A (Security).

KEY STAFF
Call-Off Schedule 7 (Key Supplier Staff)

The key staff applicable for each Statement of Work shall be detailed in the relevant agreed Statement of Work.

BUSINESS CONTINUITY AND DISASTER RECOVERY
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

The minimum frequency of review of the BCDR Plan (and subsequent submission of the “Review Report” to the Buyer, as laid out under clause 6. (Reviewing and changing the BCDR Plan) shall be amended as follows:

The minimum frequency of review of the BCDR Plan by the Supplier shall be:	6 calendar Months
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BUYER'S SECURITY REQUIREMENTS
Call-Off Schedule 9A (Health Security)

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant security requirements set out in Call-Off Schedule 9A (Health Security) and any additional security requirements as detailed below.

Schedule 9A - Annex 2: Data Security by Design	<input checked="" type="checkbox"/>
Schedule 9A - Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures	<input checked="" type="checkbox"/>
Schedule 9A - Annex 4: Information Security Management Document Set Template	<input type="checkbox"/>
Additional Security requirements will apply to this Call-Off Contract.	<input type="checkbox"/>
Document provided in Schedule 9A - Annex 2: Data Security by Design <i>Buyer's Security Requirements</i>	<input checked="" type="checkbox"/>

EXIT
Call-Off Schedule 10A (Health Exit Management)

The Supplier is required to provide a draft Exit Plan.	<input checked="" type="checkbox"/>
Within the specified months of the Start Date the Supplier shall provide the draft Exit Plan.	2

IMPLEMENTATION AND TRANSITION

Call-Off Schedule 13A (Health Implementation Plan and Testing):

The following options supplement the Call Off Schedule 13A (Health Implementation Plan and Testing):

Implementation Plan

The Parties agree an Implementation Plan is Required:	<input checked="" type="checkbox"/>
The Implementation Plan shall include Delay Payments:	<input type="checkbox"/>
Number of working days before the Call-Off Contract Start Date within which a further draft of the Implementation Plan shall be provided by the Supplier (unless agreed otherwise in writing by the Buyer)	7 working days

See paragraph 3.1 of Part A of Call- Off Schedule 13A (Health Implementation Plan and Testing) for further information.

Transition Period and Plan

The Parties agree a Transition Plan is Required:	<input checked="" type="checkbox"/>
The Transition Plan forms part of the overall Implementation Plan. The Parties agree the Transition Period shall be for the following period:	1.5 Month period

See Call-Off Schedule 13A (Health Implementation Plan and Testing) paragraph 8.2

The Parties agree that Transition Period Progress meetings are required	<input checked="" type="checkbox"/>
The frequency of the Transition Period progress meetings shall be as follows:	Weekly

SERVICE LEVELS

Call-Off Schedule 14 (Service Levels)

The parties agree that Services Levels apply to the Deliverables:	<input checked="" type="checkbox"/>
The Service Credits apply to the Deliverables:	<input type="checkbox"/>
Critical Service Level Failure means shall be a Service Level Failure that has occurred and repeated within 2 months consecutively (across one or more SOWs). The parties acknowledge and agree that a Critical Service Failure shall be a material Default.	
Service Credit Cap means: Not used	

BALANCED SCORECARD
Call-Off Schedule 15A (Health Supplier and Contract Management)

The Parties agree that a balanced scorecard shall apply to the Call-Off Contract	<input checked="" type="checkbox"/>
The Supplier shall provide a template balanced scorecard that meets the principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (as updated), this number of months from the Call-Off Contract Start Date, for the Buyers review and approval.	3 Months

SIGNATURES

For and on behalf of the Supplier:

[REDACTED]

Date Signed: 06/08/24

For and on behalf of NHS ENGLAND (the Buyer):

[REDACTED]

Date Signed: 14/08/2024

Appendix 1

Each Statement of Work will have a unique SOW reference.

The naming convention for such SOWs shall be:

[Contract Ref] SOW[00] [SOW Title] (Spec) v0N. N[F/D] ddmmmyy

[Contract Ref] SOW[00] [SOW Title] (Costs) v0N.N[F/D] ddmmmyy

Where F is for Final and D is for Draft, e.g.

C12345 SOW01 My Statement of Work Title (Spec) V01.0F 29Sep21

OFFICIAL - COMMERCIAL

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

1. STATEMENT OF WORK (“SOW”) DETAILS

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

SOW Reference:	insert SOW Reference
SOW Title:	insert SOW Title
SOW Version:	V1.0
SOW Status:	DRAFT or FINAL
Date of SOW:	Click or tap to enter a date.
Call-Off Contract Reference:	insert Call-Off Contract Reference
Call-Off Contract Title	insert Call-Off Contract Title
Variation Reference	insert Variation Reference (e.g. Vnumber from Atamis)
Buyer Portfolio Number:	Insert Portfolio Code/s
Supplier:	Insert Name of Supplier
SOW Start Date:	This SOW shall commence on insert SOW Start Date
SOW End Date:	This SOW shall expire on insert SOW End Date
Duration of SOW:	insert Duration of SOW

OFFICIAL - COMMERCIAL

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT**Framework Services**

The following Framework Services are incorporated within this Statement of Work

Service Provision	Main Service		Others	
DevOps Services	<input type="checkbox"/>		<input type="checkbox"/>	
Digital Definition Services	<input type="checkbox"/>		<input type="checkbox"/>	
Build and Transition Services	<input type="checkbox"/>		<input type="checkbox"/>	
End-to-End Development Services	<input type="checkbox"/>		<input type="checkbox"/>	
Data Management (and similar) Services	<input type="checkbox"/>		<input type="checkbox"/>	

SOW Background

Insert reference back to the scope of the Call-Off to which this SOW relates.

Delivery phase(s)

Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live.

Overview of Requirement

Insert a text description of what is to be undertaken under cover of this SOW – provide the detail by reference to the milestones.

Accountability Models

Please tick the single Accountability Model that shall be used under this Statement of Work:

Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input type="checkbox"/>
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Emergency/Backfill/Step-In Services

The Buyer confirms that the Services provided under this Statement of Work are provided on an emergency, backfill and/or step-in basis.

Please tick Yes/No:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Location/s

The Services outlined within this SOW will be delivered to:
Primary Location: []

If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:

[] Leeds	[] London	[] Home / Virtual	[] [Other Loc]	[] [Other Loc]	[] [Other Loc]
[] %	[] %	[] %	[] %	[] %	[] %

Offshore roles are permitted under this Statement of Work	<input type="checkbox"/>
---	--------------------------

For the purposes of HMRC Off-Payroll worker legislation (IR35), The Buyer has assessed this requirement using the Tax Centre of Excellence Contracted-Out-Service or Supply of Resource Determination Tool and has determined (*strike out A or B as appropriate e.g. struck out* leaving one box clear):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35**. As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. The work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

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2. BUYER REQUIREMENTS – DELIVERABLES	
Outcome Description	<div></div>

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3. SOW MILESTONES					
Milestone Ref.	Milestone Description	Acceptance Criteria	Buyer Dependencies	Milestone Date	Delay Payment (if applicable)
[MS01]	[Impact Assessment of Initial SOW following contract award]	[The Supplier must, on receipt of the final draft SOW content from the Buyer, complete an impact assessment ready to commence SOW mobilisation of resources.]	[Draft SoW contains sufficient information / deliverables and milestones to allow pricing / evaluation] [The Buyer makes themselves available for a call to discuss within xx hours of issue]	[Within X days of contract award, no later than 7 working days prior to contract execution]	[TBC]
[MS02]	[Mobilisation Milestone (as defined in Call-Off Schedule 13A (Health Implementation Plan and Testing))]	[Completion of all tasks and activities defined in the applicable Mobilisation Plan.]	[As defined in the applicable Mobilisation Plan.]	[TBC]	[TBC]

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[MS03] [Other Milestones]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]
[MS04] [Other Milestones]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]

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4. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS	
SOW Mobilisation Plan	Supplier shall provide a Mobilisation plan for this SOW in accordance with Call-Off Schedule 13A (Health Implementation Plan and Testing).
[Mobilisation Condition Precedent]	<p>[This Statement of Work is conditional upon, and shall not become effective prior to, Achievement of the Mobilisation Milestone (the "Condition Precedent").</p> <p>The Buyer may in its sole discretion at any time agree to waive compliance with the Condition Precedent.</p> <p>The Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible. If the Condition Precedent is not satisfied within [insert] Working Days following the Mobilisation Date, unless the Condition Precedent is waived by the Buyer, this Statement of Work shall not come into effect and neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.]</p>
Resource Plan	The resource plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.
Key Sub-Contractors	List of any Key Sub-Contractors
Key Staff (Buyer)	[List of named key Supplier staff and their roles
Key Staff (Supplier)	List of named key Supplier staff, their roles, and email details

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Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

4. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS			
Security Applicable to SOW	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security) and as specifically amended here.</p> <p style="text-align: center;"> </p>		
Supplier and/or 3rd Party Intellectual Property	<p>Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished Third Party IPR.</p>		
	<table border="1"><tr><td>One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below</td><td><input type="checkbox"/></td></tr></table>	One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>
	One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>	
<table border="1"><tr><td>The specific IPR (and associated licence terms) are detailed in:</td><td><p style="text-align: center;">[]</p></td></tr></table>	The specific IPR (and associated licence terms) are detailed in:	<p style="text-align: center;">[]</p>	
The specific IPR (and associated licence terms) are detailed in:	<p style="text-align: center;">[]</p>		

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Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

4. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS			
Processing Data	Unless explicitly noted below this SOW shall be covered by the arrangements contained in Health Order Form Annex 5 (Processing Personal Data).		
	<table><tr><td>This Statement of Work requires specific Data Processing arrangements</td><td><input type="checkbox"/></td></tr></table>	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>
	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>	
<table><tr><td>The specific arrangements are held in the document entitled:</td><td></td></tr></table>	The specific arrangements are held in the document entitled:		
The specific arrangements are held in the document entitled:			
Additional Standards Applicable to SOW	<p>From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards as set out in Annex 3 of Framework Schedule 1 (Specification) and optional additional standards incorporated in Health Order Form Annex 7 (Applicable Standards).</p> <p>The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: [insert]</p> <p></p>		

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

5. CHARGES				
Call Off Contract Charges	The applicable charging method(s) for this SOW is (check one):			
	<table border="1"> <tr> <td>Capped Time and Materials</td><td><input type="checkbox"/></td> <td>Fixed Price</td><td><input type="checkbox"/></td></tr> </table>	Capped Time and Materials	<input type="checkbox"/>	Fixed Price
Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	
<p>The maximum value of this SOW is £... (irrespective of the selected charging method) as detailed in the related resource / cost model (document with the same name but with (Costs) instead of (Spec)).</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>				
Financial Model	The financial model applicable to this SOW is detailed set out in Annex 1 to this SOW.			
Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices.			

6. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	Variations to this SOW shall only be made in accordance with clause 24 of the Core Terms.

7. TERMINATION	
Notice period for termination for convenience	<p>7.1 Without prejudice to the rights and liabilities of the Parties under Clause 10 (Ending the contract or any subcontract) of the Core Terms, and subject to the provisions of paragraph 7.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days' written notice.</p> <p>7.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 7.1 above, the provisions of Clause 10.6 of the Core Terms will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Call-Off Contract under Clause 10.2.2 of the Core Terms.</p>

Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

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Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

8. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into **Error! Reference source not found.** of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

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

Buyer Signature

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

Supplier Signature

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

ANNEX 1 – FINANCIAL MODEL

C12345 SOW03 (Costs) V01.00 28Sep21
RM6221 Version 4.0 (NHSE)
Call-Off Ref:

C12345

BUY8A2 SOW Title:
Supplier:
BUY8A3 Version: 1.0

£900 BUY8A4 Dated: 28 Sep 2021

SOW Backup

Forecast Start Date	28 Sep 2021
Forecast End Date	28 Sep 2021

01 Apr 2022	ACQ1 National	ACQ2 London	ACQ3 Leeds	ACQ4 National Home
365	0%	0%	60%	40%
FY2021/22				
FY2022/23				

Role No	Response										
	ACQ11A DDat Role	ACQ11X Start Week No	ACQ11B Person-Days	ACP11X Offshore Loc.	ACQ11C Name of Proposed Individual	ACQ11D Day Rate (by Supplier)	ACQ11E Technology Premium (if applicable)	ACQ11F Employment Status	Premium	Gross Rate	Cost (Days * Rate)
01						£ -				£ -	£ -
02						£ -				£ -	£ -
03						£ -				£ -	£ -
04						£ -				£ -	£ -
05						£ -				£ -	£ -
06						£ -				£ -	£ -
07						£ -				£ -	£ -
08						£ -				£ -	£ -
09						£ -				£ -	£ -
10						£ -				£ -	£ -
11						£ -				£ -	£ -
12						£ -				£ -	£ -
13						£ -				£ -	£ -
14						£ -				£ -	£ -
15						£ -				£ -	£ -
16						£ -				£ -	£ -
17						£ -				£ -	£ -
18						£ -				£ -	£ -
19						£ -				£ -	£ -
20						£ -				£ -	£ -
21						£ -				£ -	£ -
22						£ -				£ -	£ -
23						£ -				£ -	£ -
24						£ -				£ -	£ -
25						£ -				£ -	£ -
26						£ -				£ -	£ -
27						£ -				£ -	£ -
28						£ -				£ -	£ -
29						£ -				£ -	£ -
30						£ -				£ -	£ -
31						£ -				£ -	£ -
32						£ -				£ -	£ -
33						£ -				£ -	£ -
34						£ -				£ -	£ -
35						£ -				£ -	£ -

C12345 SOW03 (Costs) V01.00 28Sep21
RM6221 Version 4.0 (NHSE)
Call-Off Ref:

C12345

BUY8A2 SOW Title:
Supplier:
BUY8A3 Version: 1.0

£900 BUY8A4 Dated: 28 Sep 2021

SOW Backup

Forecast Start Date	28 Sep 2021
Forecast End Date	28 Sep 2021

01 Apr 2022	ACQ1 National	ACQ2 London	ACQ3 Leeds	ACQ4 National Home
365	0%	0%	60%	40%
FY2021/22	FY2022/23			

Role No	Response										
	ACQ11A DDat Role	ACQ11X Start Week No	ACQ11B Person-Days	ACP11X Offshore Loc.	ACQ11C Name of Proposed Individual	ACQ11D Day Rate (by Supplier)	ACQ11E Technology Premium (if applicable)	ACQ11F Employment Status	Premium	Gross Rate	Cost (Days * Rate)
ACQ11G	The Bidder should document Outstanding Risks / Assumptions here. Only list assumptions which potentially affect the cost of the SOW										
R1											
R2											
R3											
R4											
R5											
R6											
R7											
R8											
R9											
R10											

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Health Order Form Annex 3 Special Terms

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

Health Order Form Annex 3 Special Terms

The following special terms are applied to this call-off.

Unless explicitly listed below or as superseded by the order of precedence documented within the main body of the Order Form, terms shall be as published on the Crown Commercial Services RM6221 Digital Capability for Health web site under Documentation (the version being as listed below and in the table of schedules contained within the body of Order Form.

Clarifications to Core Terms

Other than header and footer changes, corrections to version numbers , the Core Terms held on the CCS RM6221 web site apply except as explicitly noted below

CT	RM6221 DCfH Core Terms				V3.0.9
No.	Reference	Type	Date	Description	
1	Clause 14.1 Data protection	C	28 Oct 21	<p>Clause 14.1 shall be amended from ...</p> <p>14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).</p> <p>to ...</p> <p>14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data) and Health Order Form Annex 5 (Processing Personal Data) which enacts Annex 1 of Joint Schedule 11.</p>	
2	Clause 15 Confidentiality	A	29 Sep 21	<p>The following wording shall be inserted as a new clause 15.8 in the core terms.</p> <p>15.8 Notwithstanding Framework Clause 15, a Recipient Party may use any techniques, ideas or Know-How gained during the performance of a 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.</p>	

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Health Order Form Annex 3 Special Terms

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

Clarifications to Joint Schedules

Other than header and footer changes, corrections to version numbers and/or additional guidance (usually removed prior to issue), the Joint Schedules held on the CCS RM6221 web site shall apply except as explicitly noted below:

J01	Joint Schedule 1 (Definitions)				V3.8
No.	Reference	Type	Date	Description	
1	Definition	A	29 Sep 21	The following definition shall be added to Joint Schedule 1 (Definitions) “ wilful misconduct ” means a deliberate and wrongful act or omission by the Supplier or its Subcontractors or agents who intend that in so acting, or omitting to do something, to cause harm to the Buyer.”	
2	Definition	A	07 Nov 21	The following definition shall be added to Joint Schedule 1 (Definitions) “Framework Terms” means the Core Terms, the Framework Schedules, the Joint Schedules and Call-Off Schedules and any annexes thereto”	

Alterations to Published Call-Off Schedules

The purpose of this part of this annex is to highlight any material differences between the Call-Off Schedules issued as part of this Order Form compared with those published on the CCS RM6221 web-site.

C05A	Call-Off Schedule 5A (Health Pricing Details and Expenses Policy)				V3.0.2
No.	Reference	Type	Date	Description	
1	Annex 1 Call-Off Contract Prices	A	30 Sep 21	Example rates table included as Annex 1 has been replaced by an extract from the Pricing Model and the actual rate table now included as a standalone file. A separate stand-alone file version of Bidders rates table from the Pricing Model now forms Annex 1	
2	Annex 2 Exceptional Technology Adjustments	A	30 Sep 21	Example Exceptional Technology Adjustments table included as Annex 2 has been replaced by an extract from the Pricing Model and the actual rate table now included as a standalone file. A separate stand-alone file version of Bidders Exceptional Technology Adjustments table from the Pricing Model now forms Annex 2.	

C13A	Call-Off Schedule 13A (Health Implementation Plan and Testing)				V3.2.2
No.	Reference	Type	Date	Description	
1	Annex 4 Product Backlog Item List	D	06 Oct 21	Annex 4 has been removed (as duplication for what is described in Call-Off Schedule 20 (Call-Off Specification) under Annex 4. Product Backlog Item List	

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Health Order Form Annex 3 Special Terms

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

C23		Health Additional Call-Off Terms			V1.0.3
No.	Reference	Type	Date	Description	
1	Specially Written Software	A	26 Jan 22	<p>The definition of Specially Written Software has been corrected.</p> <p>Section 3A has been added. This is largely a copy and paste from Call-Off Schedule 6 (ICT Services) but with flexibility added to allow for the use of IPR within Deliverables if explicitly agreed as part of a Statement of Work.</p> <p>(The Health Order Form has been updated to link to this section and the Statement of Work template updated to provide a mechanism to incorporate such agreement)</p>	

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Health Order Form Annex 4 (Buyer's Mandatory Policies)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

Health Order Form Annex 4 Buyer's Mandatory Policies

Note the policies below apply as may be updated from time to time

Buyer's Mandatory Policies Table:

Note the policies below apply as may be updated from time to time

Universal Policies (Policies that apply to all employees in all circumstances)	Contactor In-scope	Contactor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
Mandatory Corporate Policies						
Confidentiality	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	All staff on rate equivalent to Grade 8d or above to annually review and accept this policy	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Code of Business Conduct	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
The Register of Interest Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Acceptable Use of ICT and User Obligations	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Hospitality & the Receipt of Gifts Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware

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Health Order Form Annex 4 (Buyer's Mandatory Policies)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

Universal Policies (Policies that apply to all employees in all circumstances)	Contactor In-scope	Contactor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
NHS Digital Counter Fraud Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Other Policies						
Bring Your Own Device Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Commercial Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Equality and Diversity Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Health and Safety Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
IT Operations	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Modern Slavery and Human Trafficking	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
HR Organisation & Transformation (People and Workforce)	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Staff Vetting Procedures	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Travel and Expenses	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware

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Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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Health Order Form Annex 5 Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer is:
[REDACTED] email: nhsdigital.dpo@nhs.net
- 1.2 The contact details of the Supplier's Data Protection Officer is:
DataPrivacyOfficer@accenture.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

The data processing arrangements below are the best guess position of both Parties at contract execution stage. As and when the relevant DPIAs are finalised, the Buyer reserves the right to review and update this Annex 5 to the Order Form.

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Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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Details as applicable:

Description	Details
Identity of Controller for each Category of Personal Data	<p>NHS England is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, NHS England is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Any information accessed on NHS England systems as part of the Services, including:</p> <ul style="list-style-type: none"> • Patient / citizen : demographics data: NHS number, name, address, postcode, language preferences and contact information relation to subjects. • Patient / citizen: clinical data: NHS number, details of subject's health, historic information regarding subject's health. • NHS England staff information • Wider NHS staff information <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry (as may be amended from time to time). To note, NHS England may solely be a processor to another government controller, and in which case the Supplier shall remain NHS England's processor (i.e., a sub-processor).</p>
The Parties are Independent Controllers of the following Personal Data	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • business contact details of Supplier Personnel or Contractors for which the Supplier is the Controller, • business contact details of any directors, officers, employees, agents, consultants and contractors of NHS England named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS England duties under the Contract) for which the NHS England is the Controller (and their replacements).

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Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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Description	Details
Duration of the Processing	<p>For the duration of the Contract only.</p> <p>Save for data specified above where the Parties are specified as 'Independent Controllers', where each Party shall retain post Contract for their own business purposes.</p>
Nature and purposes of the Processing	<p>The purpose of the Processing is:</p> <ul style="list-style-type: none"> the delivery of all of NHS England platforms day-to-day operations (running the service including incident management utilising NHS England's Service Management toolkit); ongoing maintenance within agreed service level agreements to maintain 24x7x365 user availability; the development and safe delivery of transformation activity into live service from NHS England's prioritised backlog and from other transformation drivers. <p>The nature of the Processing may include activities such as:</p> <ul style="list-style-type: none"> collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, alignment or combination, restriction, modification of data, <p>The following processing activities shall not occur unless specifically required in writing by NHS England:</p> <ul style="list-style-type: none"> disclosure by transmission, dissemination or otherwise making available; erasure or destruction of entire data set (whether or not by automated means) etc.

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Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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Description	Details
Type of Personal Data	<p>NHS England information assets include datasets relating to employees, NHS staff, patients and the public, including the following broad categories:</p> <ul style="list-style-type: none"> • Patient / citizen : demographics information, NHS number, name, address, postcode, date of birth, NI number, telephone number, email address, access and language preferences. • Patient / citizen: security and logon information. • Patient / citizen: clinical information, images, biometric data, clinical data (current and historic), communications. • NHS England staff: pay, contact details, employment information, logon and security information. • Wider NHS Staff : contact details, employment information, logon and security information, security information. • Supplier staff providing systems and services to NHS England and the wider NHS: business contact information, educational achievement, security information. <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry (as may be amended from time to time).</p>
Categories of Data Subject	<p>Dependant on the platform, categories of data subject include:</p> <ul style="list-style-type: none"> • NHS England staff (including volunteers, agents, and temporary workers). • Wider NHS staff (including volunteers, agents, and temporary workers). • Patients / citizens: residents of England, Wales, Scotland and Northern Ireland. Supplier staff providing systems and services to NHS England and the wider NHS. <p>Manufacturing inventory and product details, including some commercially sensitive data.</p>

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Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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Description	Details
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>The personal data will remain on NHS England controlled platforms and subject to NHS England security. No data will be removed by the Supplier from the NHS England controlled platforms.</p> <ul style="list-style-type: none">• Save that the Supplier may retain the business contact details of any directors, officers, employees, agents, consultants and contractors of NHS England named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS England duties under the Contract) for which the NHS England is the Controller (and their replacements).• Save that NHS England may retain the business contact details of Supplier Personnel for which the Supplier is the Controller.

Attachment 2 Annex A - Key subcontractor details

Complete the information required for each key subcontractor and upload to the relevant selection question.

[illegible][illegible]

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Order Form (Applicable Standards)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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Health Order Form (Applicable Standards)

Annex 3 of Framework Schedule 1 (Specification) lists the Standards which generally apply to digital work within the Health environment. However, there may be additional standards which apply specifically to the Call-Off Competition (and/or to individual Statements of Work). The following table highlights those which are specifically incorporated (over and above those listed at the framework level) as part of this contract. The standards below may be updated and/or amended from time to time:

Standard	Applies
COMMERCIAL STANDARDS	
BS ISO 22301 Business Continuity Accreditation certificate or Evidence of a robust Business Continuity and Disaster Recovery Plan	<input checked="" type="checkbox"/>
NHS IT Contracting Model	<input type="checkbox"/>
ISO 14001 Environmental Management	<input type="checkbox"/>
BS9997 Fire Risk Management Systems compliance	<input type="checkbox"/>
Compliance with Waste Electrical and Electronic Equipment Directive (WEEE Directive 2012/19/EU)	<input type="checkbox"/>
Compliance with Directive 2007/47/EC where a product contains phthalates, this must be indicated on the packaging of the product in line with the Directive.	<input type="checkbox"/>
Compliance with Restriction of the use of certain hazardous substances in electrical and electronic equipment directive (RoHS 2 Directive 2011/65/EU)	<input type="checkbox"/>
Compliance with the Sanctions, Embargoes and Restrictions government policy	<input type="checkbox"/>
ISO 50001 Energy Management Systems compliance or accreditation	<input type="checkbox"/>
Compliance with EU Code of Conduct	<input type="checkbox"/>
Compliance with the NHS Network QoS (Quality of Service) Policy	<input type="checkbox"/>
Supplier code of conduct	<input type="checkbox"/>
...	<input type="checkbox"/>

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Order Form (Applicable Standards)

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Standard	Applies
INFORMATION GOVERNANCE, DATA SECURITY AND QUALITY STANDARDS	
ISO 9001:2015 Quality management systems certification or an equivalent recognised quality management system (QMS) certification	<input checked="" type="checkbox"/>
BS ISO 22301:2012 Societal security – Business Continuity management systems – Requirements	<input checked="" type="checkbox"/>
BS ISO 27001:2013 Information and Data Security	<input checked="" type="checkbox"/>
BS ISO/IEC 27002:2013 Information technology — Security techniques — Code of practice for information security controls	<input checked="" type="checkbox"/>
Cyber Essentials	<input checked="" type="checkbox"/>
Cyber Essentials Plus	<input checked="" type="checkbox"/>
National Data Guardian's Data 10 Security Standards compliance https://www.ncsc.gov.uk/guidance/10-steps-cyber-security	<input checked="" type="checkbox"/>
Demonstrate compliance with all mandatory assertions in the NHS Data Security and Protection Toolkit (DSPT) for the relevant organisation type.	<input checked="" type="checkbox"/>
BS 10008:2014 Evidential Weight and Legal Admissibility of Electronic Information (Code of Practice) - Accreditation	<input type="checkbox"/>
BS ISO 15489-1:2016 Information and Documentation Records Management compliance	<input type="checkbox"/>
BS7858:2012 Security Screening of Individuals Employed in a Security Environment (Code of Practice) compliance	<input checked="" type="checkbox"/>
BS EN 15713:2009 Secure Destruction of Confidential Material (Code of Practice) certification	<input type="checkbox"/>
Compliance / accreditation to NHS and social care data: off-shoring and the use of public cloud services guidance	<input checked="" type="checkbox"/>
...	<input type="checkbox"/>

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Order Form (Applicable Standards)

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Standard	Applies
DEVELOPMENT AND DESIGN STANDARDS	
BS ISO/IEC 12207:2017 Systems and software engineering.	<input checked="" type="checkbox"/>
BS 8878:2010 Web accessibility. Code of Practice.	<input checked="" type="checkbox"/>
Open Standards: "Open Standards Principles 2018: For software interoperability, data and document formats in government IT specifications" (which can be found at https://www.gov.uk/government/publications/open-standards-principles) and any supplementary or replacement government guidance.	<input checked="" type="checkbox"/>
Adopted Open Standards as detailed on the Standards Hub https://www.gov.uk/government/publications/open-standards-for-government	<input checked="" type="checkbox"/>
Web Content Accessibility Guidelines (WCAG) 2.0 to level AA; or WCAG 2.1, (as updated pursuant to the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018).	<input checked="" type="checkbox"/>
Compliance with MHRA medical device standards where the Solution is considered by the supplier to be a medical device.	<input type="checkbox"/>
Compliance with BS EN 60601-1-2:2015 Medical Electrical Equipment	<input type="checkbox"/>
BS EN 80601-2-30:2010+A1:2015 Medical Electrical Equipment compliance - Product must be registered / approved with the British and Irish Hypertension Society and meet at least one of the following testing standards: • ESH International Protocol 2002 (IP1)	<input type="checkbox"/>
Safety Data Sheets (SDS) for all products that fall under REACH (Registration, Evaluation, Authorisation and restriction of Chemicals) 2007 – more specifically, a SDS must be provided if a substance or a mixture supplied is classified as hazardous under t	<input type="checkbox"/>
The International Software Testing Standard - ISO/IEC/IEEE 29119 is a guide to suppliers on what level of quality NHS England expects from software development testing.	<input checked="" type="checkbox"/>
Compliance with Medical Devices Directive 93/42/EEC. All products must have their CE marking evident on the product and/or packaging. Class IIa Medical Device	<input type="checkbox"/>
Compliance with Directive 2006/95/EC (as amended and replacing Directive 73/23/EEC) for electrical equipment designed for use within certain voltage limits.	<input type="checkbox"/>
Compliance with Electromagnetic Compatibility Directive 2004/108/EC	<input type="checkbox"/>
BS EN 50600 series; - Building construction - Power Distribution accreditation - Environmental Control - Telecommunications cabling infrastructure - Security Systems - Management and operational information - Overview of and general requirements for key	<input type="checkbox"/>
BS EN 50131-1:2006 intrusion and hold-up alarm systems (I&HAS) compliance	<input type="checkbox"/>

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Order Form (Applicable Standards)

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Standard	Applies
Encryption Accredited to FIPS 140-2 and have received Augmented Grade Commercial Product Assurance (CPA) accreditation.	<input type="checkbox"/>
...	<input type="checkbox"/>
HEALTH RELATED INFRASTRUCTURE AND SERVICE STANDARDS	
NHS Service Standards (and references therein): http://service-manual.nhs.uk/service-standard	<input checked="" type="checkbox"/>
The NHS digital, data and technology standards and clinical information standards as set out in this link and associated pages (as updated from time to time): http://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards	<input checked="" type="checkbox"/>
The Health and Social Care Network (HSCN)	<input checked="" type="checkbox"/>
SPINE	<input checked="" type="checkbox"/>
Care Identity Service	<input checked="" type="checkbox"/>
NHS Identity OpenID Connect:	<input checked="" type="checkbox"/>
NHS Identity OAUTH2:	<input checked="" type="checkbox"/>
NHS Identity FIDO2:	<input checked="" type="checkbox"/>
The e-RS (e-Referral Service)	<input type="checkbox"/>
...	<input type="checkbox"/>
INFRASTRUCTURE STANDARDS	
DCB0129 compliance - Clinical Safety Risk assessment	<input checked="" type="checkbox"/>
DCB01260 compliance - Clinical Safety Case	<input checked="" type="checkbox"/>
Health and Social Care email services must be designed in accordance with the principles of DCB 1596 secure email standard.	<input checked="" type="checkbox"/>
...	<input type="checkbox"/>
INTEROPERABILITY STANDARDS	
Use the SNOMED CT Standard as defined by SNOMED International. SNOMED CT (SCCI 0034) and the NHS Digital Terminology Service (as updated from time to time).	<input checked="" type="checkbox"/>
Registration and accreditation with NHS Digital Technology Assessment Criteria (DTAC) (as updated from time to time) or evidence registration has commenced with an aim to obtain accreditation by 31st December 2021 or by the latest 31st March 2022	<input type="checkbox"/>
Interoperability must comply with relevant NHS Digital Interoperability Standards (as updated from time to time)	<input checked="" type="checkbox"/>
Fast Healthcare Interoperability Resources (FHIR) standards developed by HL7.	<input checked="" type="checkbox"/>
...	<input type="checkbox"/>

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Order Form (Applicable Standards)

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Standard	Applies
CLINICAL INFORMATION STANDARDS	
Compliance with ICD-10 (International Statistical Classification of Diseases and Related Health Problems) where ICD encoding is required	<input type="checkbox"/>
Compliance with OPCS-4 standard where OPCS encoding is required (the statistical classification for clinical coding of hospital interventions and procedures undertaken by the NHS).	<input type="checkbox"/>
Compliance with Access to Health Records Act (1990) in respect of Information Governance.	<input checked="" type="checkbox"/>
Compliance with NHS Act 2006 (Section 251) (previously Section 60 of the Health and Social Care Act 2001) in respect of Information Governance.	<input checked="" type="checkbox"/>
Compliance with NHS (Venereal Diseases) Regulations (1974) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS Data Dictionary and Manual in respect of Information Governance.	<input checked="" type="checkbox"/>
Compliance with Records Management - NHS Code of Practice (DHSC) in respect of Information Governance.	<input checked="" type="checkbox"/>
Compliance with NIST Cryptography Standards in respect of Information Governance.	<input checked="" type="checkbox"/>
Compliance with ISB 0149 NHS Number Standard	<input checked="" type="checkbox"/>
Compliance with ISB 1077 - AIDC for Patient Identification where Automatic identification and data capture (AIDC) is used	<input type="checkbox"/>
Compliance with ISB 0108 - AIDC Automatic Identification and Data Capture where Automatic identification and data capture (AIDC) is used	<input type="checkbox"/>
...	<input type="checkbox"/>

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

[REDACTED]	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
SOW Reference:	SOW01
SOW Title:	NHS Pathways Continuous Iteration
SOW Version:	V1.0
SOW Status:	DRAFT
Date of SOW:	TBC
Call-Off Contract Reference:	C147988
Call-Off Contract Title:	Digital UEC Continuous Iterations Delivery
Variation Reference:	N/A.
Cost Centre:	[REDACTED]
Supplier:	To be completed after competition
SOW Start Date:	This SOW shall commence 01/08/24 (Date subject to change)
SOW End Date:	This SOW shall expire on 30/07/25 (Date subject to change)
Duration of SOW:	12 months (220 working days)

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

280032074830001A			
Framework Services	The following Framework Services are incorporated within this Statement of Work		
	Service Provision	Main Service	Others
	DevOps Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Digital Definition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Build and Transition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	End-to-End Development Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Data Management (and similar) Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SOW Background	<p>NHS Pathways can assist in the key challenges facing the Urgent and Emergency Care landscape by delivering on specific outcomes. Delivery of the milestones listed below will significantly assist in meeting those outcomes. The estimated resource for the backlog and ongoing work would be 7 developers for the length of this statement of work.</p> <p>The NHS Pathways programme is made up of around 100 permanent roles in total.</p> <p>Alongside the dev ops team below there are also:</p> <ul style="list-style-type: none"> • 3 multi-disciplinary teams which include Clinicians, Product Owners, User Centred Design roles and Delivery Managers • A training team • An implementation team • A data insights team <p>NHSE Perm Team (DevOps)</p> <ul style="list-style-type: none"> • 1 x Principle Systems Engineer • 1 x Lead Systems Engineer • 4 x Senior Developers • 1 x Developer • 1 x Associate Developer • 2 x Lead Test Specialists • 1 x Test Specialist • 1 x Delivery Manager 		
	Delivery phase(s)		
	Live		

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Health Order Form Annex 1 (Statement of Work (Spec))

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280035074830001									
Overview of Requirement	<p>NHSE requires a team of 7(Seven) developers to work alongside the NHS Pathways Development team in a rainbow DevOps fashion to achieve the following milestones.</p> <p>As an overview of the requirements, they are to work alongside the NHSE Product team as a rainbow team to iterate software products on a fortnightly sprint basis through existing user stories and releasing such changes to Production. Participation in all standard Agile ceremonies, including weekly backlog prioritisation meetings for example.</p>								
Accountability Models	<p>Please tick the single Accountability Model that shall be used under this Statement of Work:</p> <table border="1"> <tr> <td>Sole Accountability</td> <td><input type="checkbox"/></td> <td>Self-Directed Team</td> <td><input type="checkbox"/></td> <td>Rainbow Team</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input checked="" type="checkbox"/>		
Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input checked="" type="checkbox"/>				
Emergency/Backfill/Step-In Services	<p>The Buyer confirms that the Services provided under this Statement of Work are provided on an emergency, backfill and/or step-in basis.</p> <p>Please tick Yes/No:</p> <table border="1"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>				
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>						
Location/s	<p>The Services outlined within this SOW will be delivered to:</p> <p>Primary Location: [Home / Virtual]</p> <p>If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:</p> <table border="1"> <tr> <td>Leeds</td> <td>London</td> <td>Home / Virtual</td> <td>[Exeter]</td> </tr> <tr> <td>10 %</td> <td>10 %</td> <td>75%</td> <td>5 %</td> </tr> </table> <p>Offshore roles are permitted under this Statement of Work <input type="checkbox"/></p>	Leeds	London	Home / Virtual	[Exeter]	10 %	10 %	75%	5 %
Leeds	London	Home / Virtual	[Exeter]						
10 %	10 %	75%	5 %						

For the purposes of HMRC Off-Payroll worker legislation (IR35), The Buyer has assessed this requirement using the Tax Centre of Excellence Contracted-Out-Service or Supply of Resource Determination Tool and has determined (*strike out A or B as appropriate e.g. struck out* leaving one box clear):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35**. As such it is required that the individuals pay full PAYE/Ni for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an

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Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

~~B. The work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore clearly fully outside the scope of HMRC IR35~~

2BUYER REQUIREMENTS – DELIVERABLES	
Outcome Description	<p>As part of a rainbow DevOps team, the Supplier will work collaboratively with the NHS Pathways DevOps team to deliver iterations of the NHS Pathways product suite.</p> <p>The team will be agile and delivered broadly in accordance with a Government Digital Services approach.</p> <p>Work will need to be defined and agreed with stakeholders and the Service Owner. It will need to be captured on a backlog and prioritised by the product owner.</p> <p>Deliverables will be agile and iterated throughout the term. Delivery approach will be defined by the Delivery Manager and agreed with the Service Owner.</p> <p>Supplier to transfer knowledge and skills to the internal NHSE team for each role filled by the supplier.</p>

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

3. SOW MILESTONES

Each milestone will be monitored and signed-off in writing (following completion of the acceptance criteria) at the monthly account review by the appropriate Buyer representative.

Milestone Ref.	Milestone Description	Acceptance Criteria	Buyer Dependencies	Milestone Date	Delay Payment (if applicable)
MS01	Mobilisation Milestone (as defined in Call-Off Schedule 13A (Health Implementation Plan and Testing))	Completion of all tasks and activities defined in the applicable Mobilisation Plan, signed off as complete by the Buyer representative.	As defined in the applicable Mobilisation Plan.	As defined in the applicable Mobilisation Plan	Not applicable
MS02	Complete onboarding to SoW, including handover/transition activities from outgoing resources.	Documented plan for transition on to SoW completed by Supplier and agreed with NHSE. Playbacks with key NHSE and outgoing contingent staff to demonstrate successful understanding.	Availability of staff to support transition activities	Plan – 2 weeks after SoW signature. Playbacks – 8 weeks after SoW signature	Not applicable
MS03	Working alongside the NHSE Product team to iterate on a fortnightly sprint basis through existing user stories on the C# .Net/SQL suite of products that NHS Pathways built and support (including	User stories completed within sprint cycle as agreed and accepted by the Buyer representative. Contribution to Agile ceremonies and activities.	Appropriate onboarding allowing for fully blended ways of working from the start. Prioritisation of backlog. Agreement and acceptance by NHSE of completed work.	As defined in the applicable Mobilisation Plan and reviewed monthly.	Not applicable

Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

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Health Order Form Annex 1 (Statement of Work (Spec))

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	websites, webservices, windows applications and databases).				
MS04	<p>Working alongside the NHSE Product and Service Management teams, release changes to the relevant product, including all associated components making up the end-to-end service.</p> <p>Release timings and cadence to be agreed with Buyer representatives.</p> <p>Supplier must follow agreed NHSE release processes, including testing and deployment activities.</p>	<p>Acceptance criteria will be applied to each release as part of the agreed path to live process.</p> <p>Releases deployed to live without issues. Where issues are identified they are fixed and re-deployment is managed in timely manner.</p>	<p>Agreement on path to live process.</p> <p>NHSE Service Management team for management of path to live process.</p>	As defined in the applicable Mobilisation Plan and reviewed monthly.	Not applicable
MS05	<p>Diagnose and raise issues and to deploy new versions of a 3rd party application known as the NHS Pathways Intelligent Data Tool (IDT). IDT is deployed as a single Windows service via an installation file. Issues</p>	<p>Acceptance criteria will be applied to each release as part of the agreed path to live process.</p> <p>Releases deployed to live without issues. Where issues are identified they are fixed and re-</p>	<p>Agreement on path to live process.</p> <p>NHSE Service Management team for management of path to live process.</p>	As defined in the applicable Mobilisation Plan and reviewed monthly.	Not applicable

Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

	raised and new versions deployed within acceptable timescales agreed with the Buyer. New versions come roughly once every two months.	deployment is managed in timely manner.			
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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

4. BUYER REQUIREMENTS						
SOW Mobilisation Plan	Supplier shall provide a Mobilisation plan for this SOW in accordance with Call-Off Schedule 13A (Health Implementation Plan and Testing).					
Mobilisation Condition Precedent	Not used					
Delivery Plan	The delivery plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer delivery profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.					
Key Sub-Contractors	To be completed after competition					
Key Staff (Buyer)	Lead Systems Engineer – (Names TBC) Senior Systems Engineer – (Names TBC) Product Manager – (Names TBC) Delivery Manager – (Names TBC)					
Key Staff (Supplier)	To be completed after competition					
Security Applicable to SOW	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security) and as specifically amended here.					
Supplier and/or 3rd Party Intellectual Property	<p><i>Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished Third Party IPR.</i></p> <table border="1"> <tr> <td>One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below</td> <td><input type="checkbox"/></td> </tr> <tr> <td>The specific IPR (and associated licence terms) are detailed in:</td> <td></td> </tr> </table>		One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>	The specific IPR (and associated licence terms) are detailed in:	
One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>					
The specific IPR (and associated licence terms) are detailed in:						

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Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

4. BUYER REQUIREMENTS			
Processing Data	Unless explicitly noted below this SOW shall be covered by the arrangements contained in Health Order Form Annex 5 (Processing Personal Data).		
	<table><tr><td>[This Statement of Work requires specific Data Processing arrangements</td><td><input type="checkbox"/></td></tr></table>	[This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>
	[This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>	
<table><tr><td>The specific arrangements are held in the document entitled:</td><td></td></tr></table>	The specific arrangements are held in the document entitled:		
The specific arrangements are held in the document entitled:			
Additional Standards Applicable to SOW	From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards as set out in Annex 3 of Framework Schedule 1 (Specification) and optional additional standards incorporated in Health Order Form Annex 7 (Applicable Standards).		
	The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: [Not applicable]		

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

5. CHARGES				
Call Off Contract Charges	The applicable charging method(s) for this SOW is (check one):			
	<table border="1"> <tr> <td>Capped Time and Materials</td><td><input checked="" type="checkbox"/></td><td>Fixed Price</td><td><input type="checkbox"/></td></tr> </table>	Capped Time and Materials	<input checked="" type="checkbox"/>	Fixed Price
Capped Time and Materials	<input checked="" type="checkbox"/>	Fixed Price	<input type="checkbox"/>	
<p>The maximum value of this SOW (irrespective of the selected charging method) as detailed in the related resource / cost model (document with the same name but with (Costs) instead of (Spec)).</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>				
Financial Model	The financial model applicable to this SOW is detailed set out in Annex 1 to this SOW.			
Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices.			

6. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	Variations to this SOW shall only be made in accordance with clause 24 of the Core Terms.

7. TERMINATION	
Notice period for termination for convenience	<p>7.1 Without prejudice to the rights and liabilities of the Parties under Clause 10 (Ending the contract or any subcontract) of the Core Terms, and subject to the provisions of paragraph 7.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days' written notice.</p> <p>7.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 7.1 above, the provisions of Clause 10.6 of the Core Terms will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Call-Off Contract under Clause 10.2.2 of the Core Terms.</p>

Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

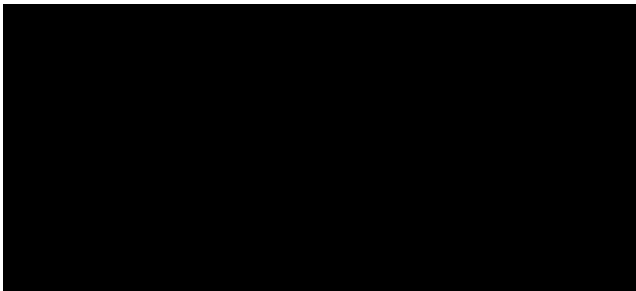
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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

8. SIGNATURES AND APPROVALS

Agreement of this SOW
BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into **Error! Reference source not found.** of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier:



Date Signed: 06/08/24

For and on behalf of the Buyer:

Buyer signatory name:
Buyer signatory email:
Buyer Signature:

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

ANNEX 1 – FINANCIAL MODEL

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
SOW Reference:	SOW02
SOW Title:	NHS 111 Online Continuous Iteration
SOW Version:	V1.0
SOW Status:	DRAFT
Date of SOW:	TBC
Call-Off Contract Reference:	C147988
Call-Off Contract Title:	Digital Continuous Iterations Delivery
Variation Reference:	<u>N/A.</u>
Cost Centre:	[REDACTED]
Supplier:	To be completed after competition
SOW Start Date:	This SOW shall commence 01/08/24 (Date subject to change)
SOW End Date:	This SOW shall expire on 31/07/25 (Date subject to change)
Duration of SOW:	12 months (220 working days)

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Framework Services	The following Framework Services are incorporated within this Statement of Work		
	Service Provision	Main Service	Others
	DevOps Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Digital Definition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Build and Transition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	End-to-End Development Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Data Management (and similar) Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SOW Background	Please refer to Schedule 20 for background information on NHS 111 Online and Repeat Caller Service.		
	<p>Current Team Structure:</p> <ul style="list-style-type: none"> - 3 x multidisciplinary teams, likely moving to 4 with the introduction of Mobile First - Each team has a max of 12 people - UCD are fully embedded - Infrastructure team work on their own backlog, as well as with the delivery squads - Data team - Implementation team 		
Delivery phase(s)	To build and iterate live services		

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

2. BIOCHEMICAL INDEX

Overview of Requirement	<p>The Buyer requires a multi-disciplinary team consisting of the capability below to support its activities in the NHS 111 Online and Repeat Caller Service space.</p> <p>The Supplier team will provide digital experts to form multi-disciplinary team to deliver products and services to support NHS England, Urgent and Emergency Care (UEC).</p> <p>The team will be agile and delivered broadly in accordance with a Government Digital Services approach.</p> <p>Primarily the focus will be on the continued support and maintenance of NHS111 Online, a digital triage tool, and Repeat Caller Service (RCS), a service to identify and manage repeat users. However additional work should be anticipated throughout the term of the contract as the team is required to flex and undertake work as required to meet the demands of UEC.</p> <p>Work will need to be defined and agreed with stakeholders and the Service Owner. It will need to be captured on a backlog and prioritised by the product owner.</p> <p>Deliverables will be agile and iterated throughout the term. Delivery approach will be defined by the Lead Delivery Manager and agreed with the Service Owner.</p> <p>The team will work on the Buyer backlog as prioritised by the Buyer’s UEC DS Service Owner. Deliverables will therefore be agile and iterated throughout the contract term.</p>						
Accountability Models	<p>Please tick the single Accountability Model that shall be used under this Statement of Work:</p> <table><tr><td>Sole Accountability</td><td><input type="checkbox"/></td><td>Self-Directed Team</td><td><input type="checkbox"/></td><td>Rainbow Team</td><td><input checked="" type="checkbox"/></td></tr></table>	Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input checked="" type="checkbox"/>
Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input checked="" type="checkbox"/>		
Emergency/Backfill/Step-In Services	<p>The Buyer confirms that the Services provided under this Statement of Work are provided on an emergency, backfill and/or step-in basis.</p> <p>Please tick Yes/No:</p> <table><tr><td>Yes</td><td><input type="checkbox"/></td><td>No</td><td><input checked="" type="checkbox"/></td></tr></table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>				

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28 INDEX FOR CHAPTER

Location/s	<p>The Services outlined within this SOW will be delivered to:</p> <p>Primary Location: Home/Virtual </p> <p>Work will primarily be home / virtual based. Access will be available to NHS E locations in Leeds, London and Exeter. The team will meet at least monthly in one of the above office locations.</p>			
	Leeds	London	Home / Virtual	Exeter Loc
	5%	10 %	80 %	5%
Offshore roles are permitted under this Statement of Work				<input type="checkbox"/>

For the purposes of HMRC Off-Payroll worker legislation (IR35), The Buyer has assessed this requirement using the Tax Centre of Excellence Contracted-Out-Service or Supply of Resource Determination Tool and has determined (*strike out A or B as appropriate e.g. struck out* leaving one box clear):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35**. As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

~~**B.** The work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**~~

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

2BUYER REQUIREMENTS – DELIVERABLES	
Outcome Description	<p>The Supplier team will provide digital experts to form multi-disciplinary team to deliver products and services to support NHS England, Urgent and Emergency Care (UEC).</p> <p>The team will be agile and delivered broadly in accordance with a Government Digital Services approach.</p> <p>Primarily the focus will be on the continued support and maintenance of 111 online, a digital triage tool, and Repeat Caller Service (RCS), a service to identify and manage repeat users. However additional work should be anticipated throughout the term of the contract as the team is required to flex and undertake work as required to meet the demands of UEC.</p> <p>Work will need to be defined and agreed with stakeholders and the Service Owner. It will need to be captured on a backlog and prioritised by the product owner.</p> <p>Deliverables will be agile and iterated throughout the term. Delivery approach will be defined by the Lead Delivery Manager and agreed with the Service Owner.</p> <p>Supplier to transfer knowledge and skills to the internal NHSE team for each role filled by the supplier.</p>

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Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

3. SOW MILESTONES

Each milestone will be monitored and signed-off in writing (following completion of the acceptance criteria) at the monthly account review by the appropriate Buyer representative.

Milestone Ref.	Milestone Description	Acceptance Criteria	Buyer Dependencies	Milestone Date	Delay Payment (if applicable)
MS01	Mobilisation Milestone (as defined in Call-Off Schedule 13A (Health Implementation Plan and Testing))	Completion of all tasks and activities defined in the applicable Mobilisation Plan, signed off as complete by the Buyer representative.	As defined in the applicable Mobilisation Plan.	As defined in the applicable Mobilisation Plan.	Not applicable
MS02	Complete onboarding to SoW, including handover/transition activities from outgoing resources.	Documented plan for transition on to SoW completed by Supplier and agreed with NHSE. Playbacks with key NHSE and outgoing contingent staff to demonstrate successful understanding.	Availability of staff to support transition activities	Plan – 2 weeks after SoW signature Playbacks – 8 weeks after SoW signature	Not applicable
MS03 111 online maintain	Maintain and run the 111 online service	Service remains available as per guidance for NHS England Platinum	Buyer is dependent on NHS England clinical assurances.	As defined in the applicable Mobilisation	Not applicable

Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

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		<p>Services, as explained in the service specification.</p> <p>Service continues to be up to date providing safe and effective clinical triage.</p> <p>Diagnose, develop and deploy fixes as necessary</p> <p>This includes support for HSSIs which may involve out of hours support as detailed in Annex 2.</p>	<p>Dependency on surrounding NHS E infrastructure and operational support.</p>	<p>Plan and reviewed monthly.</p>	
MS04 RCS maintain	Maintain and run the RCS service	<p>Service continues to be up to date providing safe and effective mechanism to identify and manage repeat users</p>	<p>Buyer is dependent on NHS England clinical assurances.</p> <p>Dependency on surrounding NHS E infrastructure and operational support.</p>	<p>As defined in the applicable Mobilisation Plan and reviewed monthly.</p>	Not applicable
MS05 Service enhancements	Measure, iterate and improve services to meet user needs or new strategies	<p>Services continue to meet the needs of users or new strategies as defined throughout the term.</p>	<p>Buyer is dependent on NHS England clinical assurances.</p> <p>Dependency on</p>	<p>As defined in the applicable Mobilisation Plan and</p>	Not applicable

Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

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		<p>Provider will undertake user research, gather data, and respond to other inputs that provoke change.</p> <p>Change required will be prioritised and the services iterated as required.</p> <p>Change will be measured to assess effectiveness and iteration will continue cyclically.</p>	<p>surrounding NHS E infrastructure and operational support.</p>	<p>reviewed monthly.</p>	
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Health Order Form Annex 1 (Statement of Work (Spec))

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4. BUYER REQUIREMENTS					
SOW Mobilisation Plan	Supplier shall provide a Mobilisation plan for this SOW in accordance with Call-Off Schedule 13A (Health Implementation Plan and Testing).				
Mobilisation Condition Precedent	Not used				
Resource Plan	The resource plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.				
Key Sub-Contractors	To be completed after competition				
Key Staff (Buyer)	To be completed after competition				
Key Staff (Supplier)	To be completed after competition				
Security Applicable to SOW	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security) and as specifically amended here.				
Supplier and/or 3rd Party Intellectual Property	<p>Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished Third Party IPR.</p> <table border="1"> <tr> <td>One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below</td> <td><input type="checkbox"/></td> </tr> <tr> <td>The specific IPR (and associated licence terms) are detailed in:</td> <td>Not used</td> </tr> </table>	One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>	The specific IPR (and associated licence terms) are detailed in:	Not used
One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>				
The specific IPR (and associated licence terms) are detailed in:	Not used				

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Health Order Form Annex 1 (Statement of Work (Spec))
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4. BUYER REQUIREMENTS			
Processing Data	Unless explicitly noted below this SOW shall be covered by the arrangements contained in Health Order Form Annex 5 (Processing Personal Data).		
	<table><tr><td>This Statement of Work requires specific Data Processing arrangements</td><td><input type="checkbox"/></td></tr></table>	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>
	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>	
<table><tr><td>The specific arrangements are held in the document entitled:</td><td>Not used</td></tr></table>	The specific arrangements are held in the document entitled:	Not used	
The specific arrangements are held in the document entitled:	Not used		
Additional Standards Applicable to SOW	From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards as set out in Annex 3 of Framework Schedule 1 (Specification) and optional additional standards incorporated in Health Order Form Annex 7 (Applicable Standards).		
	The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: [Not used]		

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

5. CHARGES										
Call Off Contract Charges	The applicable charging method(s) for this SOW is (check one):									
	Capped Time and Materials	<input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/>								
	<p>The maximum value of this SOW (irrespective of the selected charging method) as detailed in the related resource / cost model (document with the same name but with (Costs) instead of (Spec)).</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p> <p>With reference to Clause 7.10 in the DCfH Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) both parties agree that the provision of on-call support will be charged at the frequency that they are required to be on the rota. Those frequencies are detailed in the table below along with the corresponding rate, which is the percent of the individuals Day Rate.</p>									
	<table border="1"> <thead> <tr> <th>Frequency of On-Call</th> <th>On-Call Percent of Day rate</th> </tr> </thead> <tbody> <tr> <td>1 in 3 or more frequent</td> <td rowspan="4">[REDACTED]</td> </tr> <tr> <td>1 in 6 or more but less than 1 in 3</td> </tr> <tr> <td>1 in 9 or more but less than 1 in 6</td> </tr> <tr> <td>1 in 12 or more but less than 1 in 9</td> </tr> </tbody> </table>	Frequency of On-Call	On-Call Percent of Day rate	1 in 3 or more frequent	[REDACTED]	1 in 6 or more but less than 1 in 3	1 in 9 or more but less than 1 in 6	1 in 12 or more but less than 1 in 9		
	Frequency of On-Call	On-Call Percent of Day rate								
1 in 3 or more frequent	[REDACTED]									
1 in 6 or more but less than 1 in 3										
1 in 9 or more but less than 1 in 6										
1 in 12 or more but less than 1 in 9										
<p>For the avoidance of doubt, both parties agree that On-Call Pricing will be charged as below following prior approval by the Buyer;</p> <p>The following formulae shall apply to calculate charges:</p> <p>[REDACTED]</p>										
	<table border="1"> <thead> <tr> <th>Topic</th> <th>Supplier Charge Where Utilising Existing Team Staff</th> <th>Supplier Charge Where Additional Staff Retained</th> </tr> </thead> <tbody> <tr> <td>On-Call uplift</td> <td rowspan="3">[REDACTED]</td> <td rowspan="3">[REDACTED]</td> </tr> <tr> <td>Weekday/Saturday unsocial premium call out fee</td> </tr> <tr> <td>Sunday/Public Holiday unsocial premium call out fee</td> </tr> </tbody> </table>	Topic	Supplier Charge Where Utilising Existing Team Staff	Supplier Charge Where Additional Staff Retained	On-Call uplift	[REDACTED]	[REDACTED]	Weekday/Saturday unsocial premium call out fee	Sunday/Public Holiday unsocial premium call out fee	
Topic	Supplier Charge Where Utilising Existing Team Staff	Supplier Charge Where Additional Staff Retained								
On-Call uplift	[REDACTED]	[REDACTED]								
Weekday/Saturday unsocial premium call out fee										
Sunday/Public Holiday unsocial premium call out fee										
Financial Model	The financial model applicable to this SOW is detailed set out in Annex 1 to this SOW.									

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices.
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6. VARIATIONS TO TERMS

Statement of work specific variations to Terms	Variations to this SOW shall only be made in accordance with clause 24 of the Core Terms.
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7. TERMINATION

Notice period for termination for convenience	<p>7.1 Without prejudice to the rights and liabilities of the Parties under Clause 10 (Ending the contract or any subcontract) of the Core Terms, and subject to the provisions of paragraph 7.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days' written notice.</p> <p>7.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 7.1 above, the provisions of Clause 10.6 of the Core Terms will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Call-Off Contract under Clause 10.2.2 of the Core Terms.</p>
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Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

8. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into **Error! Reference source not found.** of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier:

[REDACTED]

Date Signed: 06/08/24

For and on behalf of the Buyer:

Buyer signatory name:

Buyer signatory email:

Buyer Signature:

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Health Order Form Annex 1 (Statement of Work (Spec))

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ANNEX 1 – FINANCIAL MODEL

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Health Order Form Annex 1 (Statement of Work (Spec))

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ANNEX 2 – Incident Management support**Scope of Service**

Provide third line Incident Management support provision Monday to Friday 08:00 – 18:00 only, for incident priorities 1 through 5 for the High Severity Service Incidents (HSSI).

Provide an on-call support provision from 08:00 – 18:00 on weekends and bank holiday days only, to respond to priority 1 and 2 incidents only, for the HSSIs.

The on-call provision will consist of the following resources*:

- Escalation Duty Manager
- Developer
- Platform Support

*Data issues are explicitly excluded from the on-call provision

Target Resolution Time

The service will endeavour to align to the following Incident Resolution Times:

- Severity 1 - 4 hrs (Mon-Sun 08:00-18:00 inc. Bank Holidays)
- Severity 2 - 8 hrs (Mon-Sun 08:00-18:00 inc. Bank Holidays)
- Severity 3 - 10 hrs (Mon-Fri 08:00-18:00 exc. Bank Holidays)
- Severity 4 - 50 hrs (Mon-Fri 08:00-18:00 exc. Bank Holidays)
- Severity 5 - 140 hrs (Mon-Fri 08:00-18:00 exc. Bank Holidays)

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1. STATEMENT OF WORK (“SOW”) DETAILS

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the SpDecification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

SOW Reference:	SOW03
SOW Title:	Directory of Services Continuous Iteration
SOW Version:	V0.1
SOW Status:	DRAFT
Date of SOW:	TBC
Call-Off Contract Reference:	C293058
Call-Off Contract Title:	Digital UEC Continuous Iteration Delivery
Variation Reference:	N/A.
Cost Centre:	[REDACTED]
Supplier:	To be confirmed after competition
SOW Start Date:	This SOW shall commence on 01/08/23 (Exact date to be confirmed)
SOW End Date:	This SOW shall expire on 31/07/24 (Exact date to be confirmed)
Duration of SOW:	12 months (220 working days)

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Health Order Form Annex 1 (Statement of Work (Spec)
Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Framework Services

The following Framework Services are incorporated within this Statement of Work

Service Provision	Main Service		Others	
DevOps Services	<input checked="" type="checkbox"/>			<input type="checkbox"/>
Digital Definition Services	<input type="checkbox"/>			<input checked="" type="checkbox"/>
Build and Transition Services	<input type="checkbox"/>			<input checked="" type="checkbox"/>
End-to-End Development Services	<input type="checkbox"/>			<input checked="" type="checkbox"/>
Data Management (and similar) Services	<input checked="" type="checkbox"/>			<input type="checkbox"/>

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SOW Background	<p>The Urgent and Emergency Care Directory of Services programme consists of a number of products, all of which share the goal of ensuring patients receive the right care, at the right time, at the right place. The core products/services are: The UEC Directory of Services, the Data Integration service (NHS Profile Manager), and NHS Service Finder. More detailed info is provided on each below.</p> <p>The Directory of Service (DoS) is a central directory containing information on a wide range of health and care services across England. It is a core part of the Urgent & Emergency Care system workflow and is responsible for directing patients to appropriate services following a clinical triage (assessment) 24/7, 365 days per year. It provides information about services such as availability, capacity information, referral protocols, opening hours, bypass numbers etc. It is primarily used by NHS 111 (telephony and 111 online); 999, ambulance crews and others also use the system.</p> <p>Every year, the DoS processes around 70 million searches. 17m 111 online searches 35.5m NHS 111 telephony searches and 18m searches by other suppliers.</p> <p>By ensuring patients are directed to the most appropriate care services for their needs, the Directory of Services supports a number of the strategic objectives outlined in the UEC Recovery Plan and NHS Long Term Plan, but ultimately ensures patients get the right care, at the right time, at the right place.</p> <p>NHS Profile Manager is a live national product that allows providers of healthcare services to directly update their information, e.g., opening times, on NHS.UK and DoS. For DoS this is currently live and supporting all Pharmacies across England ensuring correct information is available to all consumers of DoS which in turn ensures patients are directed to the right service to meet their needs. Work is underway to extend NHS Profile Manager to additional cohorts including dental, general practice and optometry. The Profile Manager front-end is currently owned by NHS.UK, with the DoS Data Integration team building and maintaining the data link between NHS.UK and DoS.</p> <p>NHS Service Finder is a live national product used by over 60,000 healthcare professionals across England, with numbers increasing each week. Utilising data from the Directory of Services and NHS.uk It is a fast way to access accurate, real-time information to help signpost patients to the most appropriate services and to reduce conveyances to Emergency Departments.</p> <p>NHS Service Finder information includes non-public telephone numbers and instructions about who is eligible for services and to refer a patient. Maps and directions to the services are also available and it includes the facility to email service information directly to patients.</p> <p>The above are all live products with key outcomes and a product</p>
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Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
	<p>backlog aligned to core UEC strategy. This statement of work and all associated milestones will be focused on meeting those outcomes. It is expected that the size and scope of the team required to deliver against this SoW will flex throughout the term in agreement between the Buyer and Supplier.</p> <p>Each of the products mentioned above have their own dedicated product teams. The Directory of Services team is currently split into two teams or 'squads'; the first focuses predominantly on run activities e.g. housekeeping and the second on maintain or continuous iteration activities i.e. incremental feature delivery to the live DoS service. This SoW covers both elements of DoS, as well as the DI and Service Finder teams, with resources required to be flexible in roles across all teams as required.</p>
Delivery phase(s)	<p>Live Service</p> <p>Although as scope involves continuous iteration this will include elements of full end to end delivery.</p>

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT**Overview of Requirement**

The Buyer requires an indicative team as set out in the pricing schedule.

This team will be split across the product teams mentioned above with resources required to be flexible in roles across all teams as required.

The Supplier team will work alongside the relevant NHSE product team in a rainbow DevOps fashion. All should have experience of working in a DevOps environment. The NHSE product teams are currently made up of the following:

DoS:

- 1 x Senior Product Manager
- 1 x Senior Delivery Manager
- 1 x Senior Business Analyst
- 1 x Lead Systems Engineer
- 1 x Senior Systems Engineer
- 1 x Senior Developer
- 1 x Principal Test Specialist
- 1 x Developer
- 1 x Associate User Researcher

DI / Profile Manager

- 1 x Senior Product Manager
- 1 x Senior Delivery Manager
- 1 x Senior Business Analyst
- 1 x Lead Systems Engineer
- 1 x Developer

NHS Service Finder

- 1 x Product Manager
- 1 x Delivery Manager
- 1 x Senior Systems Engineer
- 1 x Tester
- 1 x User Researcher

NB: The Supplier resource profile will be required to flex both in terms of numbers and types of resource throughout the period of this SoW and will be managed and agreed between the Buyer and Supplier. Contract variation will not be required unless changes constituent change in scope of this SoW, including timescales and/or value.

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT												
Accountability Models	Please tick the single Accountability Model that shall be used under this Statement of Work:											
	Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>								
			Rainbow Team	<input checked="" type="checkbox"/>								
Emergency/Backfill/Step-In Services	The Buyer confirms that the Services provided under this Statement of Work are provided on an emergency, backfill and/or step-in basis. Please tick Yes/No:											
	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>								
Location/s	<p>The Services outlined within this SOW will be delivered with the Primary Location being Home/Virtual with opportunity to work from the London, Leeds or Exeter site when corporate guidance supports and the programme requires, as outlined below.</p> <p>If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:</p> <table border="1"> <thead> <tr> <th>Leeds</th> <th>London</th> <th>Home / Virtual</th> <th>[Exeter]</th> </tr> </thead> <tbody> <tr> <td>5 %</td> <td>5 %</td> <td>85 %</td> <td>5 %</td> </tr> </tbody> </table> <p>Offshore roles are permitted under this Statement of Work <input type="checkbox"/></p>				Leeds	London	Home / Virtual	[Exeter]	5 %	5 %	85 %	5 %
Leeds	London	Home / Virtual	[Exeter]									
5 %	5 %	85 %	5 %									

For the purposes of HMRC Off-Payroll worker legislation (IR35), The Buyer has assessed this requirement using the Tax Centre of Excellence Contracted-Out-Service or Supply of Resource Determination Tool and has determined (*strike out A or B as appropriate e.g. struck out* leaving one box clear):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35**. As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

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~~B. The work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore clearly fully outside the scope of HMRC IR35~~

2. BUYER REQUIREMENTS – DELIVERABLES	
Outcome Description	<p>The key objectives of the DoS Programme include:</p> <ul style="list-style-type: none">- Ensuring users can find the most appropriate service for a patient’s needs.- Ensuring users can refer a patient on to the most appropriate service for their needs.- Improve patient flow and capacity across services. <p>This has been translated into product objectives that include:</p> <ul style="list-style-type: none">- Improving the accuracy of information on DoS- Improving Service coverage on DoS- Increasing the number of patients helped by the DoS.- Be a valued, trusted and reliable service.- Deliver products that are a joy to use. <p>All work completed by the Directory of Services product teams, and in scope of this SoW, will align with the above. As part of the rainbow DevOps team the Supplier will work with the Buyer to align delivery Roadmaps with the above objectives, before completing delivery in line with Agile principles.</p> <p>Alignment will be a continuous process as Product Roadmap(s) iterate in response to changing priorities.</p> <p>Supplier to transfer knowledge and skills to the internal NHSE team for each role filled by the supplier.</p>

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

3. SOW MILESTONES

Each milestone will be monitored and signed-off in writing (following completion of the acceptance criteria) at the monthly account review by the appropriate Buyer representative.

Milestone Ref.	Milestone Description	Acceptance Criteria	Buyer Dependencies	Milestone Date	Delay Payment (if applicable)
MS01	Mobilisation Milestone (as defined in Call-Off Schedule 13A (Health Implementation Plan and Testing)	Completion of all tasks and activities defined in the applicable Mobilisation Plan.	As defined in the applicable Mobilisation Plan.	As defined in the applicable Mobilisation Plan.	Not applicable
MS02	Complete onboarding to SoW, including handover/transition activities from outgoing resources.	Documented plan for transition on to SoW completed by Supplier and agreed with NHSE. Playbacks with key NHSE and outgoing contingent staff to demonstrate successful understanding.	Availability of staff to support transition activities	Plan – 2 weeks after SoW signature Playbacks – 8 weeks after SoW signature	Not applicable

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MS03	Working alongside the NHSE Product team to iterate on a 4-weekly (or at an alternative cadence agreed with NHSE) sprint basis through the relevant product backlog.	<p>Sprint items completed within sprint cycle as agreed and accepted by the NHSE representative.</p> <p>Contribution to Agile ceremonies and activities.</p>	<p>Appropriate onboarding allowing for fully blended ways of working from the start.</p> <p>Prioritisation of backlog.</p> <p>Agreement and acceptance by NHSE of completed work.</p>	As defined in the applicable Mobilisation Plan and reviewed monthly.	Not applicable
MS04	<p>Working alongside the NHSE Product and Service Management teams, release changes to the relevant product, including all associated components making up the end-to-end service.</p> <p>Release timings and cadence to be agreed with Buyer representatives.</p> <p>Supplier must follow agreed NHSE release processes, including</p>	<p>Acceptance criteria will be applied to each release as part of the agreed path to live process.</p> <p>Releases deployed to live without issues. Where issues are identified they are fixed and re-deployment is managed in timely manner.</p>	<p>Agreement on path to live process.</p> <p>NHSE Service Management team for management of path to live process.</p>	As defined in the applicable Mobilisation Plan and reviewed monthly.	Not applicable

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	testing and deployment activities.				
MS05	<p>Provide Live Service support in line with NHSE's Live Service Level Agreements, as referenced in the call-off specification. NB: DoS is currently a Gold service, with 24x7x365 support, the Service Levels are defined in Schedule 20 Call Off Specification.</p> <p>Diagnose, develop and deploy fixes as necessary.</p> <p>This includes support for HSSIs which may involve out of hours support, detail of this is included in Annex 2.</p>	<p>Acceptance criteria will be applied to each release as part of the agreed path to live process.</p> <p>Releases deployed to live without issues. Where issues are identified they are fixed and re-deployment is managed in timely manner.</p>	<p>Agreement on path to live process.</p> <p>NHSE Service Management team for management of live service incident and problem processes.</p>	<p>As defined in the applicable Mobilisation Plan and reviewed monthly.</p>	<p>Not applicable</p>

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4. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS						
SOW Mobilisation Plan	Supplier shall provide a Mobilisation plan for this SOW in accordance with Call-Off Schedule 13A (Health Implementation Plan and Testing).					
Mobilisation Condition Precedent	Not Used					
Resource Plan	The resource plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.					
Key Sub-Contractors	TBC					
Key Staff (Buyer)	Programme Head – Service Owner – Product Manager – Delivery Manager - <i>(Named individuals to be completed after competition)</i>					
Key Staff (Supplier)	To be completed after competition					
Security Applicable to SOW	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security).					
Supplier and/or 3rd Party Intellectual Property	<p>Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished Third Party IPR.</p> <table border="1"> <tr> <td>One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below</td> <td><input type="checkbox"/></td> </tr> <tr> <td>The specific IPR (and associated licence terms) are detailed in:</td> <td>N/A</td> </tr> </table>		One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>	The specific IPR (and associated licence terms) are detailed in:	N/A
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4. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS			
Processing Data	Unless explicitly noted below this SOW shall be covered by the arrangements contained in Health Order Form Annex 5 (Processing Personal Data).		
	<table><tr><td>This Statement of Work requires specific Data Processing arrangements</td><td><input type="checkbox"/></td></tr></table>	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>
	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>	
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The specific arrangements are held in the document entitled:	N/A		
Additional Standards Applicable to SOW	<p>From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards as set out in Annex 3 of Framework Schedule 1 (Specification) and optional additional standards incorporated in Health Order Form Annex 7 (Applicable Standards).</p> <p>The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work:</p>		

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5. CHARGES								
Call Off Contract Charges	The applicable charging method(s) for this SOW is (check one): <table border="1"><tr><td>Capped Time and Materials</td><td><input checked="" type="checkbox"/></td><td>Fixed Price</td><td><input type="checkbox"/></td></tr></table>	Capped Time and Materials	<input checked="" type="checkbox"/>	Fixed Price	<input type="checkbox"/>			
	Capped Time and Materials	<input checked="" type="checkbox"/>	Fixed Price	<input type="checkbox"/>				
	The maximum value of this SOW (irrespective of the selected charging method) as detailed in Annex 1.							
	The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.							
	With reference to Clause 7.10 in the DCfH Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) both parties agree that the provision of on-call support will be charged at the frequency that they are required to be on the rota. Those frequencies are detailed in the table below along with the corresponding rate, which is the percent of the individuals Day Rate.							
<table border="1"><thead><tr><th>Frequency of On-Call</th><th>On-Call Percent of Day rate</th></tr></thead><tbody><tr><td>1 in 3 or more frequent</td><td rowspan="4">[REDACTED]</td></tr><tr><td>1 in 6 or more but less than 1 in 3</td></tr><tr><td>1 in 9 or more but less than 1 in 6</td></tr><tr><td>1 in 12 or more but less than 1 in 9</td></tr></tbody></table>	Frequency of On-Call	On-Call Percent of Day rate	1 in 3 or more frequent	[REDACTED]	1 in 6 or more but less than 1 in 3	1 in 9 or more but less than 1 in 6	1 in 12 or more but less than 1 in 9	
Frequency of On-Call	On-Call Percent of Day rate							
1 in 3 or more frequent	[REDACTED]							
1 in 6 or more but less than 1 in 3								
1 in 9 or more but less than 1 in 6								
1 in 12 or more but less than 1 in 9								
For the avoidance of doubt, both parties agree that On-Call Pricing will be charged as below following prior approval by the Buyer; The following formulae shall apply to calculate charges: [REDACTED]								
<table border="1"><thead><tr><th>Topic</th><th>Supplier Charge Where Utilising Existing Team Staff</th><th>Supplier Charge Where Additional Staff Retained</th></tr></thead><tbody><tr><td>On-Call uplift</td><td rowspan="3">[REDACTED]</td><td rowspan="3">[REDACTED]</td></tr><tr><td>Weekday/Saturday unsocial premium call out fee</td></tr><tr><td>Sunday/Public Holiday unsocial premium call out fee</td></tr></tbody></table>	Topic	Supplier Charge Where Utilising Existing Team Staff	Supplier Charge Where Additional Staff Retained	On-Call uplift	[REDACTED]	[REDACTED]	Weekday/Saturday unsocial premium call out fee	Sunday/Public Holiday unsocial premium call out fee
Topic	Supplier Charge Where Utilising Existing Team Staff	Supplier Charge Where Additional Staff Retained						
On-Call uplift	[REDACTED]	[REDACTED]						
Weekday/Saturday unsocial premium call out fee								
Sunday/Public Holiday unsocial premium call out fee								
Financial Model	The financial model applicable to this SOW is detailed set out in Annex 1 to this SOW.							

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Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices.
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6. VARIATIONS TO TERMS

Statement of work specific variations to Terms	Variations to this SOW shall only be made in accordance with clause 24 of the Core Terms.
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7. TERMINATION

Notice period for termination for convenience	<p>7.1 Without prejudice to the rights and liabilities of the Parties under Clause 10 (Ending the contract or any subcontract) of the Core Terms, and subject to the provisions of paragraph 7.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days' written notice.</p> <p>7.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 7.1 above, the provisions of Clause 10.6 of the Core Terms will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Call-Off Contract under Clause 10.2.2 of the Core Terms.</p>
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8. SIGNATURES AND APPROVALS

Agreement of this SOW
BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into **Error! Reference source not found.** of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier:

[REDACTED]

Date Signed: 06/08/24

For and on behalf of the Buyer:

Buyer signatory name:

Buyer signatory email:

Buyer Signature:

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ANNEX 1 – FINANCIAL MODEL

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ANNEX 2 – Incident Management support**Scope of Service**

Provide third line Incident Management support provision Monday to Friday 08:00 – 18:00 only, for incident priorities 1 through 5 for the High Severity Service Incidents.

Provide an on-call support provision from 08:00 – 18:00 on weekends and bank holiday days only, to respond to priority 1 and 2 incidents only, for the HSSIs.

The on-call provision will consist of the following resources*:

- Escalation Duty Manager
- Developer
- Platform Support

*Data issues are explicitly excluded from the on-call provision

Target Resolution Time

The service will endeavour to align to the following Incident Resolution Times:

- Severity 1 - 4 hrs (Mon-Sun 08:00-18:00 inc. Bank Holidays)
- Severity 2 - 8 hrs (Mon-Sun 08:00-18:00 inc. Bank Holidays)
- Severity 3 - 10 hrs (Mon-Fri 08:00-18:00 exc. Bank Holidays)
- Severity 4 - 50 hrs (Mon-Fri 08:00-18:00 exc. Bank Holidays)
- Severity 5 - 140 hrs (Mon-Fri 08:00-18:00 exc. Bank Holidays)

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

1. STATEMENT OF WORK (“SOW”) DETAILS

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

SOW Reference:	SOW04
SOW Title:	UEC Data Continuous Iteration
SOW Version:	V0.1
SOW Status:	DRAFT
Date of SOW:	TBC
Call-Off Contract Reference:	TBC
Call-Off Contract Title:	Digital UEC Continuous Iteration Delivery
Variation Reference:	N/A.
Cost Centre:	[REDACTED]
Supplier:	To be completed after competition
SOW Start Date:	This SOW shall commence 01/08/24 (Date subject to change)
SOW End Date:	This SOW shall expire on 30/07/25 (Date subject to change)
Duration of SOW:	12 months (220 days)

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2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT			
Framework Services	The following Framework Services are incorporated within this Statement of Work		
	Service Provision	Main Service	Others
	DevOps Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Digital Definition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Build and Transition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	End-to-End Development Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Data Management (and similar) Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SOW Background	Refer to Schedule 20 for background to this SOW		
	Current NHSE Perm roles <ul style="list-style-type: none"> • 1 x Lead Analytics SME • 2 x Lead Data Analysts • 4 x Information Analysts • 1 x Data Engineer • 2 x Senior Developers • 1 x Lead Test Specialist • 1x Lead System Engineer • 1 x Senior Service Designer • 1 x Senor Product Manager • 2 x Delivery Managers 		
Delivery phase(s)	Live.		

Overview of Requirement	<p>Triage Internal Metrics (TIM) - currently a Live Service in continuous improvement:</p> <p>Triage Internal Metrics (TIM) initiative covers delivery of the following products & services</p> <ol style="list-style-type: none"> 1. Linked Data Asset 2. Queries Service 3. TIM Product (including both TIM self-service tool and TIM Repository) <p>The deliverables will include:</p> <ul style="list-style-type: none"> • Maintaining existing linked assets • Building new assets as new data sources become available • Ongoing methodology improvements • Maintaining existing TIM functionality and iterative development <p>TEM (currently a Live Service being expanded further):</p> <p>Triage External Metric (TEM) is a suite of interactive dashboards providing outcome metrics to the providers and commissioners of the UEC Services to augment existing information and inform service planning & improvement.</p> <p>The product currently has four dashboards designed for different user groups in various stages of development from discover to live. There is ongoing engagement with the providers and commissioners and delivering new iterations of the product to meet user needs will continue.</p> <p>The deliverables will include:</p> <ul style="list-style-type: none"> • Development of the new iterations • Developing more robust operational queries support <p>Integrated Urgent Care Data Service (IUCDS):</p> <p>Tactical Solution:</p> <ul style="list-style-type: none"> • Provisioning of support for any new file types that are needed • Supporting planned operational service developments: CCG changes, moving to digital/wifi telephony • Supporting software upgrades. • Supporting transition to strategic solution and
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2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT											
	<p>handover to IUC team</p> <p>Strategic Solution:</p> <ul style="list-style-type: none"> • Delivery of the agreed roadmap elements for patient-level datasets on the strategic platform, enriching existing analytical and reporting solution to allow Integrated Urgent Care Operational to have more insights/evidence to manage the services across the country • Further work on requirements and definition of scope • Supporting pilots as required <p>Transformation/Continuous improvement There may be a need to use resource to support transformation initiatives that are currently in discovery stage, including:</p> <p>Advanced Analytics Maximising utility of data through the use of Advanced Analytics techniques, including predictive and descriptive modelling, data science, and analysis of unstructured data, patterns, and anomalies. This allows us to carry out short, targeted pieces of discovery work to identify the ideas with the most promise to prioritise the best VfM initiatives and support continuous improvement of UEC systems and services.</p> <p>Publications Sharing insights and best practice through several distribution routes, including official statistics, infographics/ dashboards and publications in medical journals.</p>										
Accountability Models	<p>Please tick the single Accountability Model that shall be used under this Statement of Work:</p> <table border="1"> <tbody> <tr> <td>Sole Accountability</td> <td><input type="checkbox"/></td> <td>Self-Directed Team</td> <td><input type="checkbox"/></td> <td>Rainbow Team</td> <td><input checked="" type="checkbox"/></td> </tr> </tbody> </table>					Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input checked="" type="checkbox"/>
Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input checked="" type="checkbox"/>						

2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT							
Emergency/Backfill/Step-In Services	<p>The Buyer confirms that the Services provided under this Statement of Work are provided on an emergency, backfill and/or step-in basis.</p> <p>Please tick Yes/No:</p> <table border="1"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>				
Location/s	<p>The Services outlined within this SOW will be delivered to: Primary Location: Home / Virtual</p> <p>If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:</p> <table border="1"> <tr> <td>Leeds</td> <td>London</td> <td>Home / Virtual</td> </tr> <tr> <td>15%</td> <td>15 %</td> <td>70%</td> </tr> </table> <p>Offshore roles are permitted under this Statement of Work <input type="checkbox"/></p>	Leeds	London	Home / Virtual	15%	15 %	70%
Leeds	London	Home / Virtual					
15%	15 %	70%					

For the purposes of HMRC Off-Payroll worker legislation (IR35), The Buyer has assessed this requirement using the Tax Centre of Excellence Contracted-Out-Service or Supply of Resource Determination Tool and has determined (*strike out A or B as appropriate e.g.leaving one box clear*):

<p>A. The individuals and roles are deemed to be inside the scope of HMRC IR35. As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with</p>
<p>B. The work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore clearly fully outside the scope of HMRC IR35</p>

2. BUYER REQUIREMENTS – DELIVERABLES

Outcome Description

The deliverables are for iterations of the UEC Data product suite to have been worked on collaboratively in the DevOps rainbow team and delivered to production as per the product roadmap as defined and iterated by the UEC Data team.

The key outcomes for UEC Data products are listed below.

The Supplier will collaborate with the NHSE Product Teams to ensure that the outcome metrics which the teams regularly monitor continue to be appropriately tracked and improved as relevant.

TIM/Queries:

Support improvement/monitoring of clinical safety and efficacy of NHS Pathways products

TEM:

Support improvement/monitoring of operational efficiencies of 111, 999 and Streaming & Redirection services for Providers & Commissioners

IUCDS:

Support the operational delivery across IUC by providing information to the IUC National team to help them to:

- evaluate the efficiency and effectiveness of the Integrated Urgent Care services
- assess the impact of the changes to the service model
- predict future demand for the services

Advanced Analytics

Support improvement of UEC services through implementing models based on our findings.

Publications

Support delivery of publications to share and advance knowledge and best practice amongst UEC clinicians and service providers, with the potential to improve patient health outcomes.

Supplier to transfer knowledge and skills to the internal NHSE team for each role filled by the supplier.

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3. SOW MILESTONES

Each milestone will be monitored and signed-off in writing (following completion of the acceptance criteria) at the monthly account review by the appropriate Buyer representative.

Milestone Ref.	Milestone Description	Acceptance Criteria	Buyer Dependencies	Milestone Date	Delay Payment (if applicable)
MS01	Mobilisation Milestone (as defined in Call-Off Schedule 13A (Health Implementation Plan and Testing))	Completion of all tasks and activities defined in the applicable Mobilisation Plan.	As defined in the applicable Mobilisation Plan.	As defined in the applicable Mobilisation Plan and reviewed on a monthly basis.	Not used
MS02	TIM: support development of the new data sources methodology	<ul style="list-style-type: none"> New data sources added to the linked asset Methodology developed New sources incorporated in TIM 	Information governance approval SME resource availability	As defined in the applicable Mobilisation Plan and reviewed monthly.	
MS03	TEM: run & sustain the existing suite of dashboards	Consistent availability and accessibility of the	Access to the linked data asset	As defined in the applicable Mobilisation Plan	

Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

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		dashboards with the most up-to-date data	Corporate infrastructure and Power BI license	and reviewed monthly.	
MS04	TEM: improve design and usability of the existing and new products	Increased usage and user feedback	Availability of users Design capability	As defined in the applicable Mobilisation Plan and reviewed monthly.	
MS05	TEM: improve adoption of the product	All potential users identified and contacted. Ongoing communication maintained. Increased usage and improved collaboration	Access to the additional data source to improve the coverage/content User availability	As defined in the applicable Mobilisation Plan and reviewed monthly.	
MS06	TEM: maintaining the quality of the product	Ongoing testing and QA checks on data and numerical outputs	Availability of linked asset Analyst checks completion	As defined in the applicable Mobilisation Plan and reviewed monthly.	
MS07	IUCDS Splunk: continuation of the	Meeting Service Level Agreements	Formal approval of the funding extension	As defined in the applicable Mobilisation Plan	

Framework Ref: RM6221

Project Version: 4.0

Model Version:1.0

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	service provision based on the SLA	User feedback Transition to strategic solution Handover to the IUC team		and reviewed monthly.	
MS09	Transformation work	Support re-platforming of the UEC Data products as required Support discovery products, new developments	Funding and governance approvals	As defined in the applicable Mobilisation Plan and reviewed monthly.	

4. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS		
SOW Mobilisation Plan	Supplier shall provide a Mobilisation plan for this SOW in accordance with Call-Off Schedule 13A (Health Implementation Plan and Testing).	
Mobilisation Condition Precedent	Not used	
Resource Plan	The resource plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.	
Key Sub-Contractors	<i>Not applicable</i>	
Key Staff (Buyer)	[REDACTED] [REDACTED]	
Key Staff (Supplier)	<i>To be completed after competition</i>	
Security Applicable to SOW	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security) and as specifically amended here.	
Supplier and/or 3rd Party Intellectual Property	Not Applicable Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished Third Party IPR.	
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The specific arrangements are held in the document entitled:	Not Applicable				
Additional Standards Applicable to SOW	<p>From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards as set out in Annex 3 of Framework Schedule 1 (Specification) and optional additional standards incorporated in Health Order Form Annex 7 (Applicable Standards).</p> <p>The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: Not Applicable</p>				

5. CHARGES				
Call Off Contract Charges	The applicable charging method(s) for this SOW is (check one):			
	<table border="1"> <tr> <td>Capped Time and Materials</td><td><input checked="" type="checkbox"/></td><td>Fixed Price</td><td><input type="checkbox"/></td></tr> </table> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) as detailed in the related resource / cost model (document with the same name but with (Costs) instead of (Spec)).</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>	Capped Time and Materials	<input checked="" type="checkbox"/>	Fixed Price
Capped Time and Materials	<input checked="" type="checkbox"/>	Fixed Price	<input type="checkbox"/>	
Financial Model	The financial model applicable to this SOW is detailed set out in Annex 1 to this SOW.			
Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices.			

6. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	Variations to this SOW shall only be made in accordance with clause 24 of the Core Terms.

7. TERMINATION	
Notice period for termination for convenience	<p>7.1 Without prejudice to the rights and liabilities of the Parties under Clause 10 (Ending the contract or any subcontract) of the Core Terms, and subject to the provisions of paragraph 7.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days' written notice.</p> <p>7.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 7.1 above, the provisions of Clause 10.6 of the Core Terms will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Call-Off Contract under Clause 10.2.2 of the Core Terms.</p>

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Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

8. SIGNATURES AND APPROVALS

Agreement of this SOW
BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into **Error! Reference source not found.** of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier:

[REDACTED]

Date Signed: 06/08/24

For and on behalf of the Buyer:

Buyer signatory name:

Buyer signatory email:

Buyer Signature:

Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

ANNEX 1 – FINANCIAL MODEL

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Call-Off Schedule 1 (Transparency Reports)

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Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval 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 Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

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Call-Off Schedule 1 (Transparency Reports)

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance metrics	Summary of Service Level for each month during the preceding Quarter, including: Service Level Performance Measure; Service Level Threshold Whether any Service Credits were owed	MS Word or Excel	Quarterly, when requested by the Buyer
Call-Off Contract Charges	Summary Charges under the Call-Off Contract for the preceding quarter	MS Word or Excel	Quarterly, when requested by the Buyer
Key Subcontractors and supply chain governance	Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with sub-contractors	MS Word or Excel	Quarterly, when requested by the Buyer
Technical	Not used		
Performance and underperformance management	Break down of resources used in delivery of the Services over previous quarter, including: Roles Grade Days utilised	MS Word or Excel	Quarterly, when requested by the Buyer
Resource plans	Not used		

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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Call-Off Schedule 2 (Staff Transfer)**1 Definitions**

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

"Employee Liability"

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

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

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

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Call-Off Schedule 2 (Staff Transfer)

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

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Call-Off Schedule 2 (Staff Transfer)

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**"Staffing
Information"**

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

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term"

the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension

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Call-Off Schedule 2 (Staff Transfer)

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Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees"

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

"Transferring Former Supplier Employees"

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

2. INTERPRETATION

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

3. Which parts of this Schedule apply

Only the:

- 3.1 parts of this Schedule identified in the Order Form shall apply to this Call-Off Contract; or
- 3.2 following parts of this Schedule shall apply to this Call-Off Contract:
 - Part C (No Staff Transfer On Start Date)

Call-Off Schedule 2 (Staff Transfer)

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Part A: Staff Transfer at the Start Date**Outsourcing from the Buyer****1 What is a relevant transfer**

1.1 The Buyer 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 Buyer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer 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 Subcontractor and each such Transferring Buyer Employee.
- 1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2 Indemnities the Buyer must give

- 2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then -
 - 2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

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Call-Off Schedule 2 (Staff Transfer)

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- 2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or
- 2.4.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising

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from the Buyer's failure to comply with its obligations under the Employment Regulations.

- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 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 comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) 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 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Supplier shall comply with:
- 6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and
 - 6.1.2 the provisions in Part D: Pensions.

Call-Off Schedule 2 (Staff Transfer)

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Part B: Staff transfer at the Start Date**Transfer from a former Supplier on Re-procurement****1 What is a relevant transfer**

1.1 The Buyer 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 any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer 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 (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the

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Supplier and/or any Notified Subcontractor pursuant to the Employment Regulations then:

- 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
- 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or
- 2.4.2 that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result

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of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

- 3.2 The indemnities in Paragraph 3.1 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 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, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) 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 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in

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that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

- 7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
- 7.1.2 the provisions in Part D: Pensions.

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Part C: No Staff Transfer on the Start Date**1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

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

2. Limits on the Former Supplier's obligations

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

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Part D: Pensions

1 Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<div><div>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</div><div>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</div></div> and "Broad Comparability" shall be construed accordingly;
"CSPA"	the schemes as defined in Annex D1 to this Part D;

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"Fair Deal Employees"

those:

- (a) Transferring Buyer Employees; and/or
- (b) Transferring Former Supplier Employees; and/or
- (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;
- (d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

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2 Supplier obligations to participate in the pensions schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3 Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
 - 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4 Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Subcontractor from and against all Losses suffered or incurred by it or them which arise from claims

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by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
 - 4.2.2 arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
- 4.3.1 shall survive termination of this Contract; and
 - 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
- 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

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7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Subcontractor shall:

- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10 Broadly Comparable Pension Schemes

10.1 If either:

- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or **Error! Reference source not found.** of Annex D3: LGPS apply; and/or
- 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Subcontractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

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the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Subcontractors shall):

- 10.2.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme

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to fund day for day service ("**Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier; and

- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

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Annex D1:**Civil Service Pensions Schemes (CSPS)****1. Definitions**

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pensions schemes after transfer

- 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 CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on 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 CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

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Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter" an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees;

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"NHSPS Eligible Employees"

each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

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"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and

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**"Retirement
Benefits
Scheme"**

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.4 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
- 2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.6 The Supplier will (and will procure that its Subcontractors (if any) will) as soon as reasonably practicable and at its (or its Subcontractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous

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active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the buyer do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter.
- 5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Subcontractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Subcontractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Subcontractors.
- 5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
 - 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 6.1.2 access to a Broadly Comparable pension scheme,
 the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer

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determining whether the level of compensation offered is reasonable in the circumstances.

- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Subcontractors

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Subcontractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
- 8.1.1 if the Supplier has secured a Direction Letter, the Subcontractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Subcontractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Subcontractor direction letter as soon as reasonably practicable; or
 - 8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Subcontractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 8.2 The Supplier shall procure that each Subcontractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or

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Replacement Subcontractor that are identical to the indemnities set out in Paragraph 7 of this Annex D2. Where a Subcontractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

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Annex D3:**Local Government Pension Schemes (LGPS)****1. Definitions**

- 1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority"	in relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

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2. ~~Supplier must become a~~ LGPS Admission body

- 2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. ~~Right of~~ set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Subcontractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. ~~Supplier ceases to be an~~ LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. ~~Discretionary~~ benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

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Annex D4: Other Schemes

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Part E: Staff Transfer on Exit**1. Obligations before a Staff Transfer**

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

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

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

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or

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- Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor 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

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arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. ~~Staff~~ Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms 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 Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.

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- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then.
- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor;
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;
- and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
 - 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in

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Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

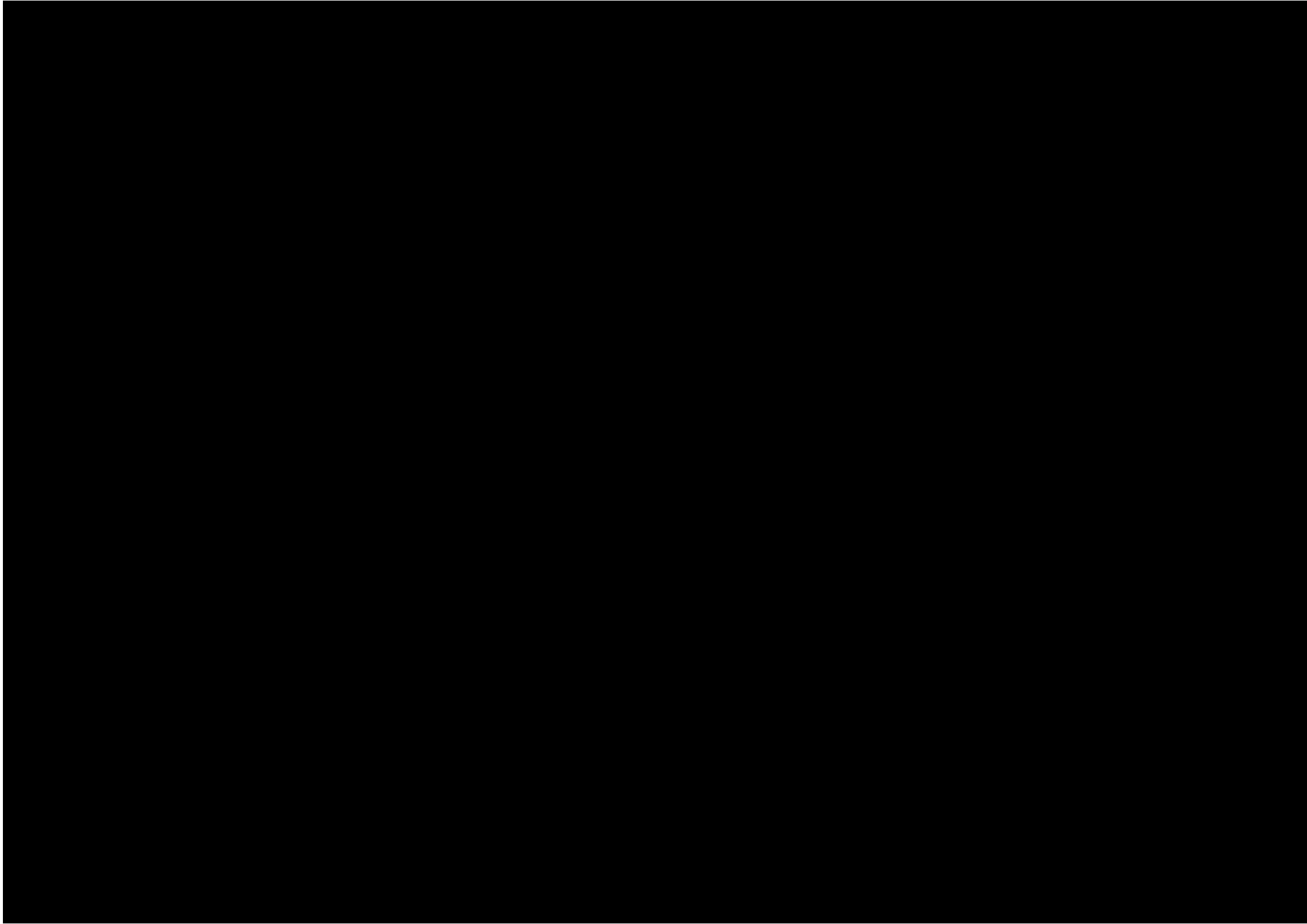
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Call-Off Schedule 4 (Call-Off Tender)

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Call-Off Schedule 4 (Call Off Tender)

(Refer to the separate file containing the Supplier's bid)



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

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

1 Supplier's Further Pricing Information

1.1 The prices set out in this Schedule:

- 1.1.1 are those set out at Annex 1 to this Schedule;
- 1.1.2 are maximum rates that the Supplier may charge under this Call-Off Contract;
- 1.1.3 are all inclusive (save for expenses reasonably incurred in accordance with Paragraph 8); and
- 1.1.4 cannot be increased except as agreed in writing in accordance with this Schedule.

2 Applicable Pricing Mechanism

- 2.1 Under each Call-Off Contract, the overall Charges estimate shall be provided in the form of a Capped Time and Materials price underpinned by the Call-Off Contract specific rate prices included within Annex 1 of this Schedule.
- 2.2 The pricing mechanisms to be used under this Call-Off Contract shall be confirmed in each Statement of Work and Charges shall be calculated on the basis of the rates and prices specified in Annex 1 which must be no greater than those set out in Framework Schedule 3 (Framework Prices).
- 2.3 The pricing mechanism (Capped Time and Materials, Fixed Price or Incremental Fixed Price) applicable for specific Deliverables shall be as stated in the relevant Statement of Work. Such pricing methodology shall be calculated by reference to the rates and prices in Annex 1. The Supplier shall provide pricing using the pricing mechanism(s) required by the Buyer in the relevant Statement of Work(s), but may also propose alternative pricing mechanisms.
- 2.4 Where the Buyer requests a Capped Time and Materials mechanism for a Statement of Work, the Supplier shall separately identify:
 - 2.4.1 the Time and Materials profile for the Statement of Work, as per the rate table in Annex 1; and
 - 2.4.2 the amount of the Cap, alongside clearly identified assumptions, risks, provisions or other breakdowns pertinent to the Cap. The

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

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Supplier shall provide an estimate linked to these breakdowns, where requested by the Buyer.

- 2.5 Where the Buyer requests a Fixed Price pricing mechanism for a Statement of Work, the Supplier shall, at the Buyer's request separately identify:
- 2.5.1 prices against individually requested Milestones and Key Milestones, and the associated Delay Payments;
 - 2.5.2 the underlying Time and Materials estimate used to calculate the Fixed Price; and
 - 2.5.3 any risk premium.
- 2.6 The Buyer accepts that, having agreed a Fixed Price, once an agreed Key Milestone is successfully Achieved it shall be charged at the Fixed Price, regardless of the actual cost.
- 2.7 The Supplier accepts that, having agreed to a Fixed Price, it is responsible for delivery of each Milestone in terms of the scope of the component Deliverables, meeting the Buyer's acceptance criteria and timescales related to any Milestone (if any). The Supplier accepts that this shall be at the agreed price, regardless of the actual cost to the Supplier.
- 2.8 The Supplier shall maintain time recording records where providing services on a Fixed Price basis. In relation to any Fixed Price, the Buyer is entitled to request the actual time and material costs utilised. This is to facilitate improving the quality of future estimates and future Fixed Price agreements.
- 2.9 Where the Buyer requests an Incremental Fixed Price mechanism for a Statement of Work, the Supplier shall provide:
- 2.9.1 an overall best estimate for the complete scope of the Statement of Work utilising the Capped Time and Materials model; and
 - 2.9.2 the Incremental Fixed Price for the first Deliverable Increment(s), backed up by the underlying Time and Materials basis.
- 2.10 Thereafter, the Buyer and Supplier shall agree Incremental Fixed Prices, ahead of commencement of the work, for subsequent Deliverable Increments. The Buyer and Supplier shall agree a suitable sizing model for the purposes of arriving at such prices.
- 2.11 The Buyer accepts, if the Deliverable Increment is accepted by the Buyer, it shall be charged the agreed Incremental Fixed Price regardless of actual cost,

however there shall be transparency of actual time and materials for the purposes of improving future estimates.

- 2.12 Where an Incremental Fixed Price or Capped Time and Materials pricing mechanism is used, the Supplier's estimate shall include their offered resource profile, with a clear mechanism to link roles to the rate prices underpinning their offer.

3 Volume Discounts

- 3.1 The Buyer may request, and the Supplier may offer, volume discounts as part of a Further Competition Procedure.
- 3.2 Volume discounts shall apply to the spend associated with this Call-Off Contract and all agreed Statements of Work.
- 3.3 Where volume discounts form part of the evaluation of a Further Competition Procedure, the Buyer shall state the basis on which these volume discounts will be calculated. Unless otherwise stated by the Buyer, volume discounts shall apply to all categories of spend.

4 Adjustments to Call Off Contract Rates

- 4.1 Rates submitted by the Supplier shall remain fixed for the first year of any Call-Off Contract or as long as maximum rates at Framework Contract level remain unchanged (whichever is the later date).
- 4.2 Thereafter, on an annual basis, provided it has been demonstrated via the Framework Contract pricing adjustment mechanism set out in Framework Schedule 3 that rates need to change to reflect market conditions, then the Supplier shall be entitled to request a corresponding percentage change at Call-Off Contract level. The Buyer shall take into account continuous improvement during the course of the Call-Off Contract but shall not otherwise unreasonably withhold agreement to such a request.
- 4.3 Any such agreed changes to Call-Off Contract rates shall take effect on the anniversary of the Call-Off Contract Start Date.
- 4.4 The Buyer may request additional roles to those listed in Annex 1 as part of a Call-Off Contract, in which case, the Supplier shall provide competitive rates for the role.

5 Amendments to Annex 1: Exceptional Adjustments for Specific Technologies

- 5.1 The Buyer acknowledges that, from time to time, specific skills sets associated with certain technologies may command a rate premium in the market (when

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demand is high and supply low), or a rate reduction (when demand is low and supply high).

- 5.2 Under exceptional circumstances the Supplier may offer percentage adjustments, specific to skills related to one or more named technologies, linked to specific roles. Any such adjustments to the rates in Annex 1 must be agreed by the Parties in writing.
- 5.3 A table similar to Annex 2 (Exceptional Technology Adjustments) shall be used to document any such agreed adjustments. Such table shall be included in the Order Form or the Statement of Work.
- 5.4 In the case of an upwards adjustment (an uplift), the Supplier is required to evidence why such an uplift is required, and the Buyer shall take such evidence into consideration when considering such a request. Any such uplift must be agreed by the Parties in advance in writing.
- 5.5 The Supplier shall clearly separately reference any such adjustments in any documentation relating to the Charges, such as invoices.

6 Not Used**7 Overtime, Unsocial Hours and On-Call**

- 7.1 Save as set out below the Supplier shall charge per Work Day.
- 7.2 Supplier Staff shall work a minimum of 7.5 Work Hours per Work Day.
- 7.3 Subject to any written agreement to the contrary in accordance with Paragraph 7.6, whilst the standard Work Day is 7.5 Work Hours per day, it is anticipated that Supplier Staff may on occasion be required by the Supplier to work additional hours to perform their work. Such overtime shall not be chargeable to the Buyer.

Overtime

- 7.4 Where a member of Supplier Staff is specifically requested by the Buyer to work more than an additional 2 Work Hours per day on a regular basis (3 or more times over a given week), the Supplier may request overtime payments. If agreed, such overtime payments shall be based on hourly increments (assuming an 8 Work Hour day for the purposes of this calculation).
- 7.5 The Supplier shall only be entitled to charge overtime where the Buyer has approved the overtime request in advance in writing in a Statement of Work.

Unsocial Hours

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7.6 The Buyer may request that the Supplier provides Deliverables at unsocial times. Any such request must be agreed by the Supplier in writing in a Statement of Work.

7.7 Unsocial times means:

7.7.1 all time on Saturday (midnight to midnight) and any Working Day after 8pm and before 6am; and

7.7.2 all time on Sundays and Public Holidays (midnight to midnight).

7.8 The Supplier shall not be entitled to charge for unsocial working hours unless it is approved in writing in advance by the Buyer:

On-Call Support

7.9 On-call support means where Supplier Staff are required to be available to work and may be called upon to work either on-Site or remotely during pre-agreed periods of time. The Buyer may request that the Supplier provides on-call support. Any such request must be agreed by the Supplier in writing in a Statement of Work.

7.10 The Supplier may request a premium for Supplier Staff to be on-call (see table at paragraph 7.13 below). For the purposes of this Call-Off Contract it will be based on a single percentage of [REDACTED] percent, regardless of frequency.

7.11 Subject to paragraph 7.12, the Supplier may also charge for individual call-outs on the following basis, as set out in Annex 1:

7.11.1 for call-outs during normal working hours (for this purpose deemed to be between 8am and 6pm during a Working Day);

7.11.2 for call-outs between 6am and 8am and 6pm and 8pm on a Working Day (social hours) charges shall be based on the basis of a minimum assumed single call-out duration of 30 minutes rounded up to the nearest 30 minutes thereafter (depending on duration of call-out);

7.11.3 for call-outs within unsocial hours, the basis of calculating hours shall be as paragraph 7.11.2 above, but appropriate unsocial hours premiums shall apply (see Annex 1);

7.11.4 in the event that a call-out spans into, or out of, social or unsocial hours, provided that the overlap is no more than one hour into the different charging regime, the charging regime applicable to when the call-out started shall apply; and

7.11.5 where the span of overlap between social and unsocial hours for an

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individual call-out is more than one hour, separate charges shall apply to each period (but following the principles documented above).

7.12 For on-call or call-out charges to be applicable, the individual to whom those Charges relate must be on an agreed on-call rota as approved by the Buyer in advance.

Overtime, Unsocial Hours and On-Call Pricing

7.13 The additional Charges applicable for agreed overtime, unsocial hours working and on call pricing are set out in Annex 1.

8 Buyer's Expenses Policy

The Supplier shall not be entitled to charge any expenses where the pricing mechanism used under a Statement of Work is Fixed Price or Incremental Fixed Price.

The Supplier shall not be entitled to charge expenses, save where these are explicitly agreed to be chargeable in the SoW, where these are reasonably incurred and in accordance with the Buyer's Expenses Policy attached at Annex 3, and only up to the capped amount as set out in the SoW.

For the avoidance of doubt, expenses shall not be deemed reasonable where they would not constitute legitimate expenses in accordance with HMRC rules and guidance.

Annex 1 (Call-Off Contract Prices)

Rate Card: Capped Time and Materials

The Supplier (and its Subcontractors) shall not be entitled to include any uplift for risks or contingencies within its day rates.

Please refer to the separate Annex 1, included as a separate document, for Call-Off Contract Prices.

The following example illustrates this table. Whilst not anticipated, this table may, from time to time, be refined slightly in format:

[REDACTED]

Overtime, Unsocial Hours and On-Call Pricing

The following rates shall not apply, save where explicitly referenced and agreed in a Statement of Work.

The following formulae shall apply to the following Deliverables:

[REDACTED]

Topic	Supplier Charge Where Utilising Existing Team Staff	Supplier Charge Where Additional Staff Retained
Unapproved Overtime		
Overtime agreed with the Buyer in a SOW within social hours		
On-Call uplift		
Weekday/Saturday unsocial premium call out fee		
Sunday/Public Holiday unsocial premium call out fee		

The following example illustrates this table. Whilst not anticipated, this table may, from time to time, be refined slightly in format:

Framework Ref: RM6221
Project Version: v2.0
Model Version: v1.0

Annex 3 (Expenses Policy)

FOR OUTCOME BASED SUPPLY CONTRACTS

1. The Supplier must adhere to the **overarching principles**, as set out below.
 - **Travel should be for essential business reasons only.** Suppliers shall work to minimise the costs of travel.
 - **Travel should consider environmental impact.** The Buyer has a responsibility to meet obligations to reduce carbon emissions and business travel itself and in its supply chain under the Greening Government Commitment Policy, and therefore does not encourage unnecessary travel. In order to reduce the environmental impact of travel, every attempt should be made to identify options to eliminate the need to travel, for example using new technologies to communicate. Regular travel should always be challenged as part of good practice;
 - The **lowest cost option** for travelling should be the default. Suppliers are encouraged to use public transport wherever possible. Suppliers are also expected to use the most economical means of public transport on every occasion, including travelling outside of peak times where practical. The purchase of advance tickets is expected in all but exceptional cases;
 - **First class** travel is **not permitted and will not be reimbursed**, regardless as to whether the cost of such is lower than alternative options, except when an individual has a disability as set out in the Business Travel and Expenses Procedure;
 - All travel bookings and expense claims for reimbursement must have **clear business justification**.
 - Suppliers shall claim compensation (for late or delayed travel for example), on behalf of the Buyer.
 - The Buyer will only reimburse expenses which are **in excess of the normal commuting and day to day costs** of the individual. Whilst journeys may begin from home, Suppliers will be required to take account of the above when making claims.
2. Reporting and Audit Suppliers are required to maintain a full itemised index of expenses, and detail the named personnel, reference, and work to which is relates, and sufficient evidence to show the principles have been considered and are met in each case, and provide copies on request at any time by the Buyer. Failure to provide the same will mean the expenses may not be recoverable.

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Suppliers shall maintain such records for review by the Buyer (and its auditors, HMRC, DHSC and any other central government entity) for the duration of the Call-Off Contract and for a period of 6 years from expiry or termination of the same.

3. Limitations and Exclusions Any reimbursement of expenses is subject to the following exclusions and limits:
 - 3.1. No expenses shall be chargeable for any Deliverables provided on a Fixed Price basis.
 - 3.2. Expenses shall only be chargeable for Deliverables charged on a Capped Time and Materials basis where the Call-Off Contract explicitly specifies both:
 - 3.2.1. that expenses are chargeable; and
 - 3.2.2. the total maximum capped amount for the expenses under the Call Off-Contract.
 - 3.3. If expenses are chargeable, they will only be chargeable up to the stated capped amount. If no capped amount is stated in the Call-Off Contract, then the capped amount shall be interpreted as zero and no expenses shall apply.
 - 3.4. Any claim for reimbursement of expenses must be submitted no later than monthly in arrears.
 - 3.5. No expenses shall be reimbursed for Suppliers working from their normal place of business (in any location) or their home.
 - 3.6. Suppliers shall be required to provide evidence of all expenses incurred on the submission of any invoice for the same. Any claims for expenses must be submitted with evidence (copies of VAT receipts).
4. Unless otherwise explicitly agreed under such Call-Off Contract as a variation of the application of this policy, there is no reimbursement of expenses for travel to any of the Buyer's main offices.
5. Subject to the above, only the following categories of expenses would be reimbursable. Where expenses are chargeable, such expense claims must also meet the following criteria:

Expenditure Type	Key Points
TRAVEL	
Car Parking	The Buyer will reimburse necessary and reasonable parking costs only.

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

Call-Off Ref: C147988 Digital UEC Continuous Iterations Delivery

Expenditure Type	Key Points
Mileage	<p><u>There are no mileage expenses payable for delivery of services from the Buyer's main offices, and Supplier's main sites, as listed for delivery of the services.</u></p> <p>If the Supplier travels to another place, other than their identified place of work, in order to perform their duties and go there straight from their home or return direct to their home after such a visit, the claim for mileage costs, should be for the lesser of:</p> <ul style="list-style-type: none"> a) the mileage expenses actually travelled, and b) the expenses, which would have been incurred if the journey had started and finished at the normal place of work. <p>If the personal circumstances and location of a particular individual lead to claims becoming excessive, the Buyer reserves the right to review and amend such claims as appropriate.</p> <p>The mileage reimbursement rate is 56p per mile unless agreed otherwise in advance between the Supplier and the Buyer.</p>
Taxis Tolls & Congestion Charges	<p>Taxi - used where own/company car use is impractical or hire car is not available.</p> <p>Unavoidable road tolls and congestion charges. For example, Severn Bridge Toll, London Congestion Charge</p>
Travel (Public Transport)	<p><u>Flights will not be reimbursed at any time unless specifically agreed in writing advance with the Buyer.</u></p> <p>Trains or buses used in the course of business travel.</p> <p>Rail travel shall be considered when:</p> <ul style="list-style-type: none"> - Train fare is less expensive than car travel - Door-to-door transit time is improved, or comparable to car travel - Driving presents an inconvenience or business risk (i.e. traffic) <p>All rail travel, including travel by Eurostar, must be economy or standard class (unless agreed otherwise in advance in writing by the Buyer).</p> <p><u>First class train fare will not be reimbursed.</u></p> <p>In order to reduce costs, where possible, rail bookings should be made more than seven (7) days in advance.</p> <p>The lowest available rail fare offered should be accepted and advantage taken of any restricted fares offered where possible.</p>

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

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Expenditure Type	Key Points
ACCOMMODATION	
Hotels	<p>Hotel rates are limited by the Buyer to £100 including breakfast, per day, outside of London and £150 including breakfast, per day, within the M25.</p> <p>If an individual cannot find a hotel within these rates then the identified rate will be used as a cap on the actual invoice value and any amount above this will not be charged to the Buyer.</p>
MEALS & SUBSISTENCE	
Meals	<p>Cost of meals will only be reimbursed if overnight solely on the Buyer business, or where pre-6am morning / post 9pm late evening travel is required (see Qualifying Trips below). A daily limit of £20 per day applies. On qualifying dates, the Buyer will reimburse for breakfast, lunch and/or dinner up to the total daily limit.</p> <p>Qualifying Trips Meals may be reimbursed only when Suppliers:</p> <ul style="list-style-type: none"> - are required to stay away from home overnight whilst solely on the Buyer business, or - are working away from their main office base for a single day, and either leave home before 06:00 or return home after 21:00.

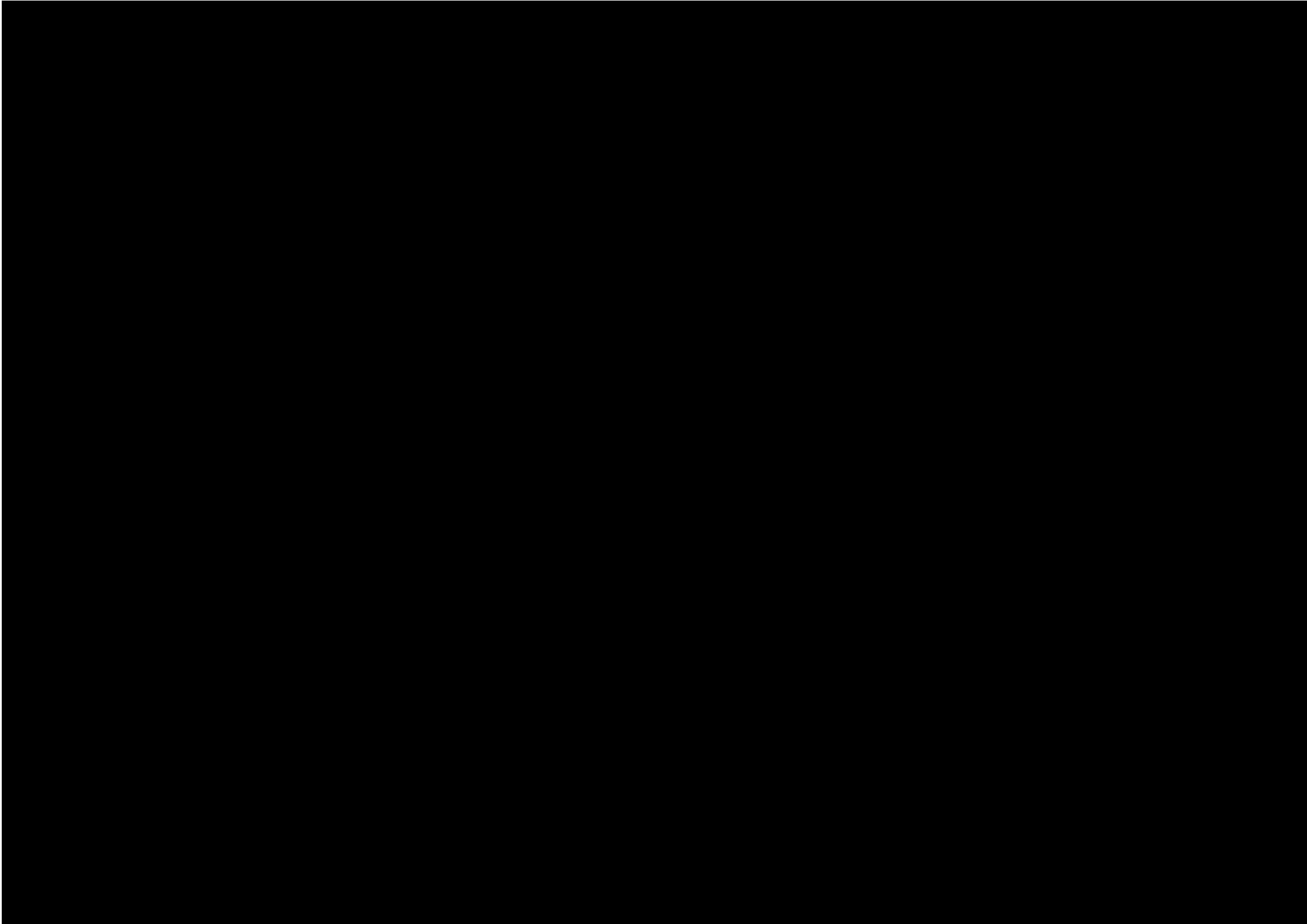
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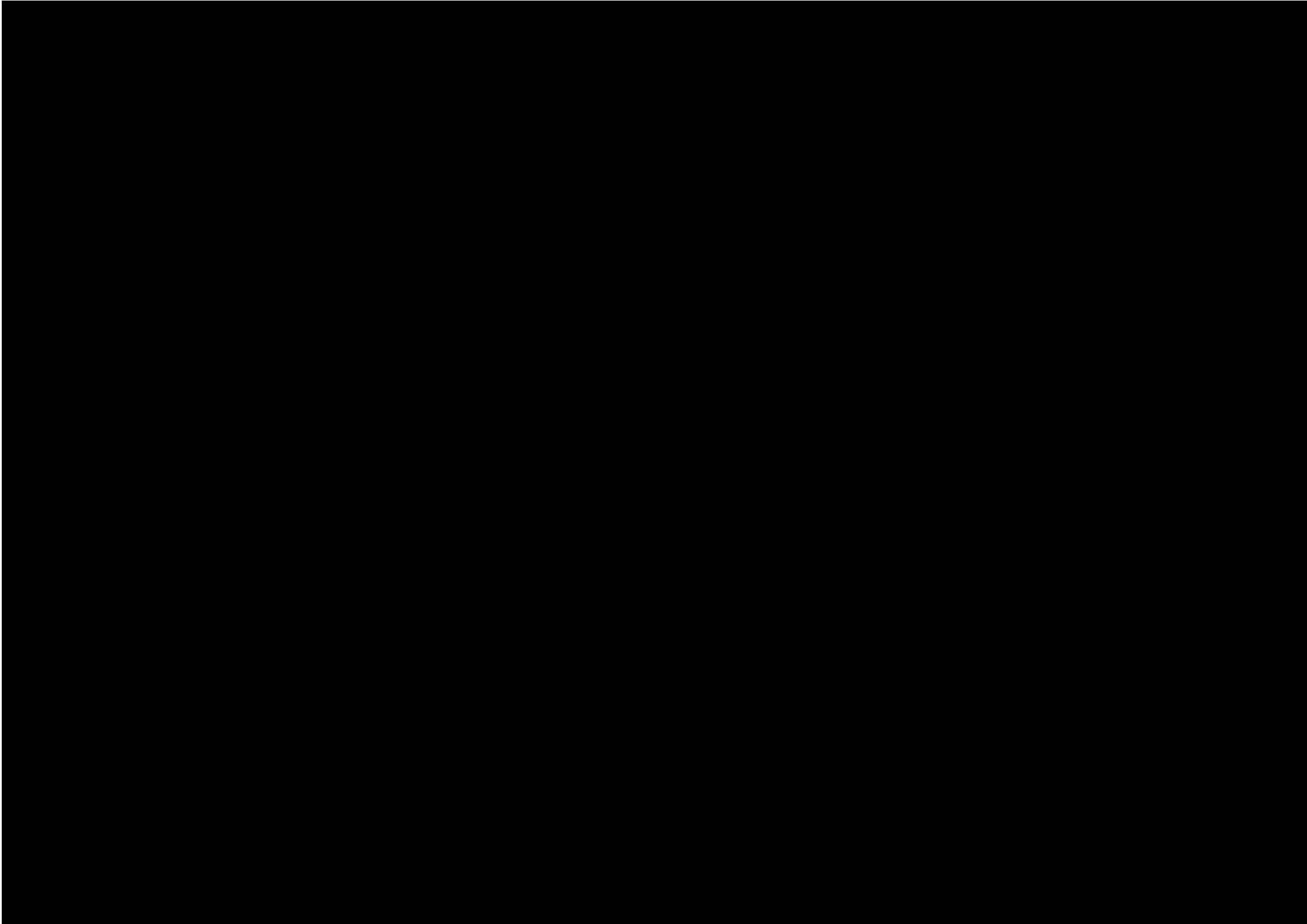
Call-Off Schedule 5A (Pricing Details and Expenses Policy)

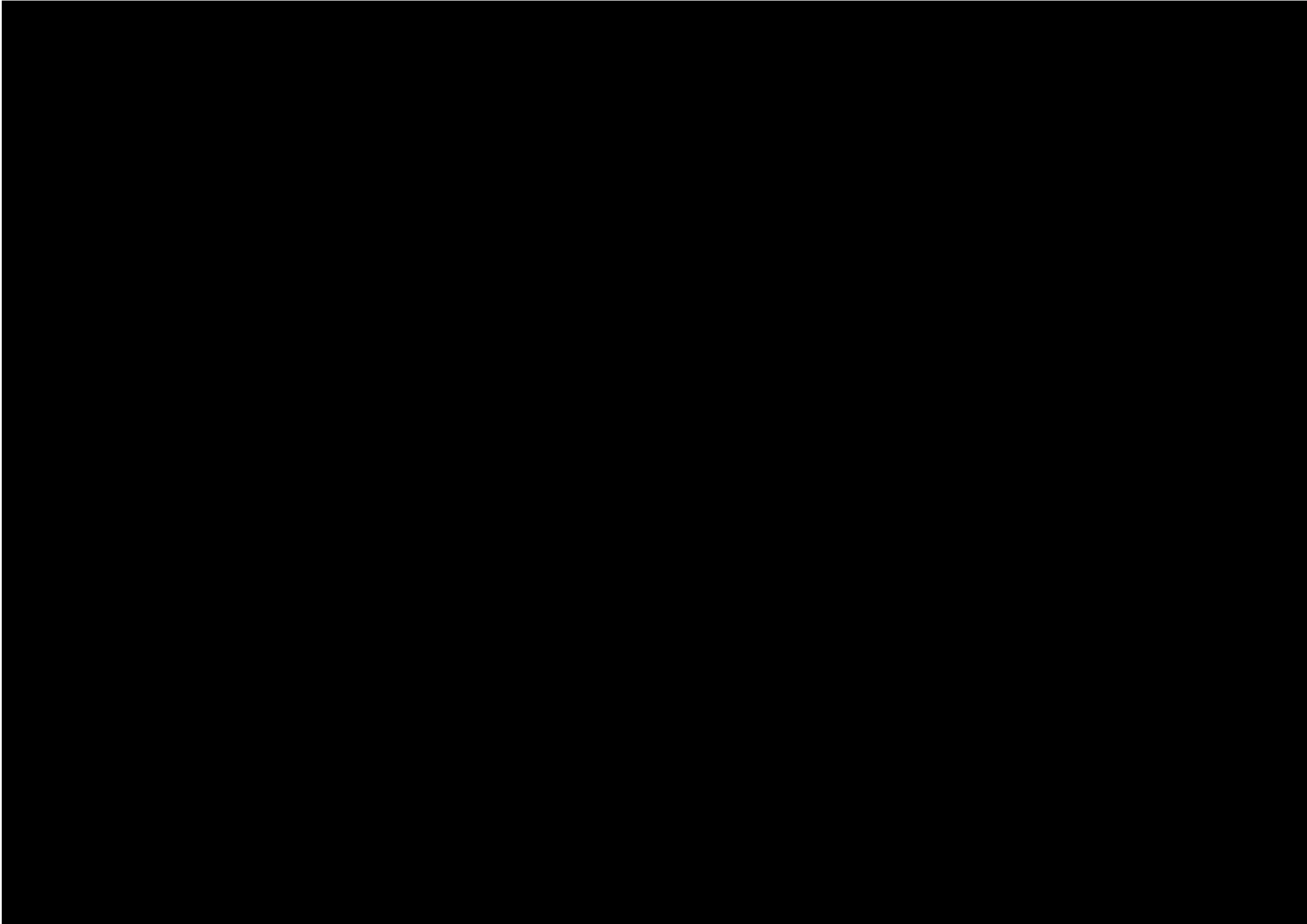
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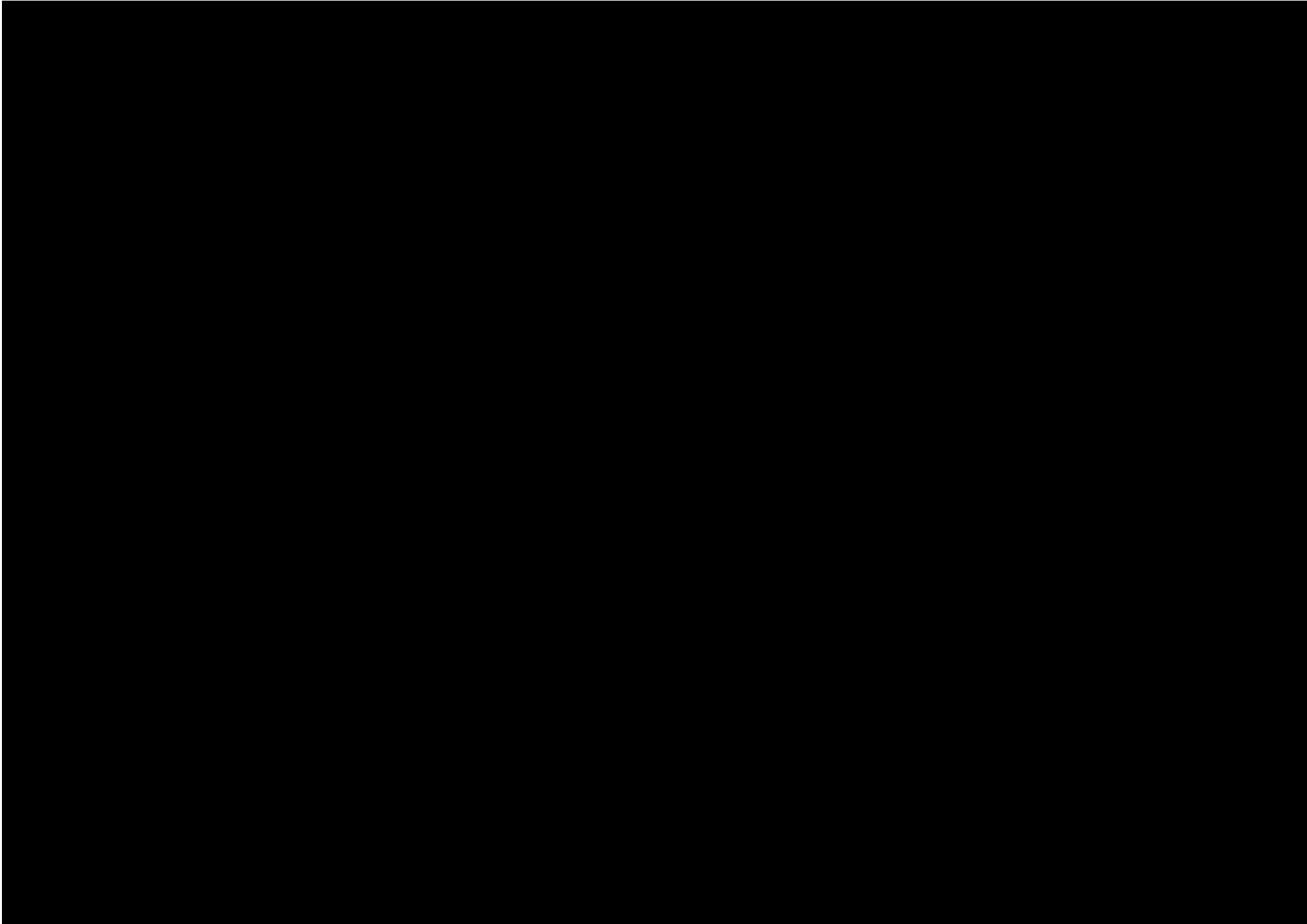
Expenditure Type	Key Points
OTHER BILLABLE EXPENSES	
Personal Overnight Incidental Expenses “Daily Allowance”	<p><u>No Personal Overnight Incidental Expenses will apply where the individual is providing services for one day only and/or not staying overnight.</u></p> <p>The Buyer will reimburse personal incidental expenses incurred as a result of an <u>overnight</u> stay away from home, where such expenses are incurred directly as a result of business travel for the Buyer service only.</p> <p>Claims are subject to daily limits set by HM Revenue and Customs (currently up to £4.25 per day for overnight stays within the UK).</p> <p>The following items may be reimbursed where reasonable:</p> <ul style="list-style-type: none"> - drinks other than with meals (but not alcohol). - laundry services (only for stays away from home of 5 consecutive nights or more) where work is performed solely for the Buyer. <p>The Buyer will not reimburse for:</p> <ul style="list-style-type: none"> - personal calls - incidental food and beverage items (e.g. snacks, coffees) taken during the day (other than as Meals) - newspapers, magazines - in-room movies - personal travel items (such as luggage or clothing) - toiletries - stationery
Hotel Internet Calls	Itemised on the hotel bill for internet access and strictly Buyer business use only. Such use for Buyer business must be proven. This may only be reimbursed up to a cap of £5/day.
NON BILLABLE ITEMS For the avoidance of doubt, the following items are not chargeable.	
Telecommunications, mobiles	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.
VISAs, Permission to work permits, etc.	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.
Security Accreditation	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.
Office space, facilities	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.
Costs of relocation of any kind from other jurisdictions	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.

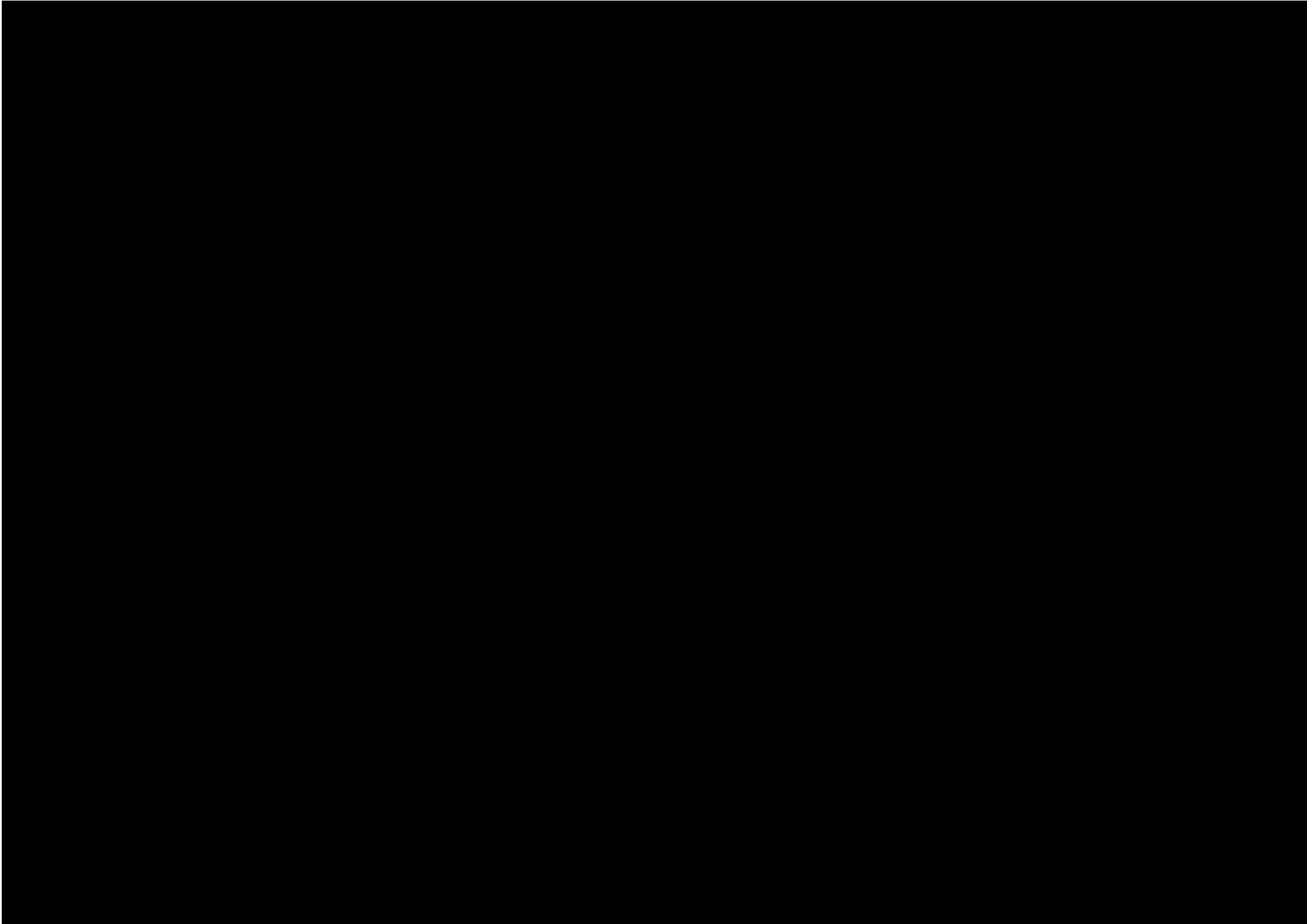
Expenditure Type	Key Points
Laptops for Suppliers	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. Please note Suppliers are responsible for the additional incremental costs of any security software required to access the Buyer’s network.











Call-Off Schedule 6 (ICT Services)

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Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	any of the following: <ul style="list-style-type: none">a) any error, damage or defect in the manufacturing of a Deliverable; orb) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; orc) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or

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d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Open Source Software"

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

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and all persons and for any and all purposes free of charge;

"Operating Environment"

means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- a) the Deliverables are (or are to be) provided; or
- b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- c) where any part of the Supplier System is situated;

"Permitted Maintenance"

has the meaning given to it in paragraph 8.2 of this Schedule;

"Quality Plans"

has the meaning given to it in paragraph 6.1 of this Schedule;

"Sites"

has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

"Software"

Specially Written Software COTS Software and non-COTS Supplier and third party Software;

"Software Supporting Materials"

has the meaning given to it in paragraph 9.1 of this Schedule;

"Source Code"

computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any

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modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

- 2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirements

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

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3.2.3. a timetable for and the costs of those actions.

3.3 The Supplier undertakes:

3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in each Statement of Work; and

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

4. Licensed software warranty

4.1. The Supplier represents and warrants that:

4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

4.1.2. all components of the Specially Written Software shall:

4.1.2.1. be free from material design and programming errors;

4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Supplier shall:

5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3. ensure that the Supplier System will be free of all encumbrances;

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- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

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

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8. Maintenance of the ICT Environment

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

9. Intellectual Property Rights in ICT**9.1. Assignments granted by the Supplier: Specially Written Software**

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

- 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and

- 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

- 9.1.2. The Supplier shall:

- 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

- 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant

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Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

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

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

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9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

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9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.3.4.1. will no longer be maintained or supported by the developer;
or

9.3.4.2. will no longer be made commercially available

9.4. Buyer's right to assign/novate licences

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5. Licence granted by the Buyer

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

9.6. Open Source Publication

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

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9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an

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industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. IPR asset management

10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:

10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.

10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.

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Call-Off Schedule 6 (ICT Services)

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- 10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.
- 10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

11. Not Used

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Call-Off Schedule 7 (Key Supplier Staff)

Call-Off Ref: C147988 Digital UEC Continuous Iterations Delivery

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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The 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 Start Date and the Statement of Work lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer 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 Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work

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Call-Off Schedule 7 (Key Supplier Staff)

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- together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced; and
 - 1.5.6 on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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

1. Definitions

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

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

2. BCDR Plan

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

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

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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- 2.2 At least thirty (30) Working Days from the contract signatory date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;

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

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- (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of

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

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Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

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

5. Disaster Recovery (Section 3)

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

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5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and

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the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

7. Testing the BCDR Plan

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

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

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8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

Call-Off Schedule 9A (Health Security)

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Call-Off Schedule 9A (Health Security)

1 Cyber Security Essentials Scheme

- 1.1 The Supplier shall provide the Buyer with evidence of Cyber Security Essentials compliance, in accordance with its obligations under Framework Schedule 9 (Cyber Essentials Scheme).

2 DSP Toolkit

- 2.1 The Supplier shall within 1 Working Day of the Start Date of this Call-Off Contract register on the DSP Toolkit system (and shall update its registration on any replacement to such system). All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good data security and that personal information is handled correctly. All organisations should aim to achieve compliance level 3, and should satisfy the “Standards Met” level of evidence.
- 2.2 The Supplier shall abide by the terms and guidance as detailed in and provided by the DSP Toolkit system.
- 2.3 The Supplier shall maintain good information governance and security standards and practices that meet or exceed the DSP Toolkit standards required of its organisation type. The Supplier shall at all times apply Good Industry Practice in these areas.
- 2.4 The Supplier shall confirm to the Buyer the DSP Toolkit assessment level received at the frequency set out in Annex 2 of Call Off Schedule 15A (Health Supplier and Contract Management). Where applicable, the Buyer shall include this information within the Information Security Management Document Set annual review in accordance with Paragraph 11 of Annex 3.
- 2.5 Where the Supplier receives a DSP Toolkit assessment grade level of 2 or less, it shall notify the Buyer within 10 Working Days.
- 2.6 The Supplier shall comply with the DSP Toolkit incident reporting requirements in respect of, and notify the Buyer of, any sensitive data breach as soon as the Supplier discovers such breach and provide such information and cooperation as may be required. Where Personal Data is affected this notification must occur in a manner commensurate with the Buyer’s notification requirements as set out in Joint Schedule 11 (Processing Data).

3 Supplier Staff Vetting

- 3.1 All Supplier Staff shall be subject to pre-employment checks that include, as a minimum:
- 3.1.1 verification of identity;

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Call-Off Schedule 9A (Health Security)

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3.1.2 employment history;

3.1.3 unspent criminal convictions; and

3.1.4 right to work,

as detailed in the HMG Baseline Staff Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.

3.2 The Supplier and Buyer shall agree on a case by case basis which Supplier Staff roles require specific government National Security Vetting clearances (such as 'SC') including but not limited to system administrators with privileged access to IT systems which store or Process Government Data.

3.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this Paragraph 3 from accessing systems which store, process, or are used to manage Government Data, or from accessing Buyer Premises, except where agreed with the Buyer in writing.

3.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually. Details of training completion for all Supplier Staff shall be retained by the Supplier.

3.5 Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When Supplier Staff no longer need such access or leave the Supplier organisation, their access rights shall be revoked within 1 Working Day and the Supplier shall notify the Buyer of the same.

4 Exclusions and Application of Annexes

4.1 Nothing in this Schedule shall act to override the Supplier's obligation to Process Government Data and Personal Data in accordance with the Core Terms and each relevant Statement of Work. For the avoidance of doubt, unless authorised by the Buyer in writing, nothing in this Schedule shall permit the Supplier to remove any Government Data or Personal Data from the Buyer's system.

4.2 The Supplier shall comply with the terms of this Schedule (and any other reasonable cyber security requirements relating to the Deliverables notified to the Supplier by the Buyer from time to time), save where the Buyer specifies in the Order Form that a requirement does not apply or is amended in any way.

4.3 At all times, the Supplier shall apply Good Industry Practice with regard to the information and cyber security measures it is required to implement under this Schedule and shall ensure it remains up to date with regard to emerging cyber security practice.

4.4 The Supplier shall document the manner in which it complies with all relevant controls as laid out in this Schedule. This evidence shall be made available for Buyer review in

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Call-Off Schedule 9A (Health Security)

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order to assure the ongoing compliance with the requirements laid out herein. The Supplier shall make available such Supplier Staff and resources as are necessary to facilitate the Buyer's review of this information in a timely manner.

- 4.5 Save where the Buyer specifies in the Order Form that a requirement does not apply or is amended in any way, in addition to the terms set out above:

4.5.1 Annex 1 and Annex 2 shall also apply where the Supplier (and/or its Subcontractors) are designing systems that will Process Government Data, or are processing any Government Data (on either the Buyer's system or the Supplier's or Subcontractor's own systems);

4.5.2 Annex 1, Annex 2, Annex 3 and Annex 4 shall also apply where the Supplier (or its Subcontractors) are processing Government Data on the Supplier's or Subcontractor's own systems.

- 4.6 The requirements of Annexes 1 to 4 shall apply automatically based on the nature of the activities being undertaken by the Supplier, however the Buyer may indicate in its Order Form if any Annex shall be disapplied.

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Call-Off Schedule 9A (Health Security)

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Annex 1: Glossary of Security Terminology

Annex 2: Data Security by Design

Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures

Annex 4: Information Security Management Document Set Template

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Call-Off Schedule 9A (Health Security)

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ANNEX 1**Glossary of Security Terminology****1. Definitions**

The following definitions apply to this Call-Off Schedule 9A (Health Security):

Breach of Security	<p>an event that results, was an attempt to result, or could result, in:</p> <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Government Data, the Deliverables and/or the Information Management System; (b) the loss, corruption, unauthorised modification or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer or the Supplier in connection with this Call-Off Contract; (c) any Personal Data Breach; (d) the loss of access to, corruption, inability to operate or other interference to the Deliverables or Information Management System; or (e) any part of the Supplier's system ceasing to be compliant with the Security Assurance Requirements;
Certification Requirement(s)	has the meaning given in Paragraph 6.2.1 of Annex 3 to this Schedule;
CHECK Service Provider	means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the Security Testing required by Paragraph 12.5 of Annex 3 to this Schedule;
DSP Toolkit	means the NHS's online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards. All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good data security and that personal information is handled correctly;
Government Security Classifications	<p>means the Government policy that deals with classified information assets to ensure that they are appropriately protected located at:</p> <p>https://www.gov.uk/government/publications/government-security-classifications</p>

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Incident Management Process	is the process which the Supplier shall implement immediately after it becomes aware of, or aware of a high risk of, a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Government Data, the Buyer, the Deliverables and users of the Deliverables and which shall be prepared by the Supplier as part of the Information Security Management Document Set using the template set out in Annex 4 to this Schedule;
Information Management System	comprises: (a) the Supplier Equipment; (b) the Supplier's system; and (c) those information assets, ICT systems and/or Sites which will be used by the Supplier or its Subcontractors to Process Government Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources);
Information Security Approval Statement	a notice issued by the Buyer which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that the Buyer: (a) is satisfied that the identified risks have been adequately and appropriately addressed; and (b) the Supplier may use the Information Management System to Process Government Data;
Information Assurance Assessment	is the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier in line with the controls set out in ISO 27001:2013 or latest edition and using the template set out in Annex 4 to this Schedule;
Information Security Management Document Set	comprises: (a) the Information Assurance Assessment; (b) the Personal Data Processing Statement; (c) the Required Changes Register; and (d) the Incident Management Process, which shall be prepared by the Supplier using the templates set out in Annex 4 to this Schedule;

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Information Security Management System or ISMS	means a set of policies and procedures for systematically managing protected data and information in accordance with security standards;
National Security Vetting	means the checks that are set out in the United Kingdom Security Vetting guidance located at: https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels
NCSC Assured Service (CAS) Service Requirement Sanitation Standard	means the Service Requirement Sanitation Standard under the NCSC Assured Service located at: https://www.ncsc.gov.uk/information/commodity-information-assurance-services
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;
Personal Data Processing Statement	sets out: <ul style="list-style-type: none"> (a) the types of Personal Data which the Supplier or its Subcontractors are Processing on behalf of the Buyer; (b) the categories of Data Subjects whose Personal Data the Supplier or its Subcontractors are Processing on behalf of the Buyer; (c) the nature and purpose of such Processing; (d) the locations at which the Supplier or its Subcontractors Process Government Data; and (e) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Government Data against a Breach of Security including a Personal Data Breach, <p>which shall be prepared by the Supplier and included in the Information Security Management Document Set;</p>
Process Government Data	any operation which is performed on Government Data, whether or not by automated means, including adapting, altering, collecting, combining, copying, destroying, erasing, organising, publishing retrieving, storing, structuring, transmitting or otherwise using Government Data;

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Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Buyer data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Buyer data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures, as well as steps to reduce the likelihood of compromise of the systems and assets that handle or affect Buyer data;
Required Changes Register	is the register within the Information Security Management Document Set which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Information Security Management Document Set as a consequence of the occurrence of any of the events set out in Paragraphs 11.2 or 11.3 of Annex 3 of this Schedule together with the date by which such change shall be implemented and the date on which such change was implemented;
Security Assurance Requirements	has the meaning given in Paragraph 6.2 of Annex 3 to this Schedule;
Security Assurance Statement	has the meaning given in Paragraph 5.1.1 of Annex 3 to this Schedule;
Security Information and Event Management System (SIEM)	means an approach to security management that combines SIM (security information management) and SEM (security event management) functions into one security management system;
Security Testing	means the security testing specified in Paragraph 12 of Annex 3 of this Schedule;
Statement of Applicability	means the Supplier's Statement of Applicability as required in accordance with ISO/IEC 27001:2013;
Supplier COTS Software	means Supplier Software (including Open Source Software) that the Supplier makes generally available commercially prior to the Start Date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price;
Supplier Software	means software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Deliverables;

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Supplier Solution	means the Supplier's solution, tender or bid for the provision of the Deliverables;
Third Party COTS Software	means Third Party Software (including Open Source Software) that the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price;
Third Party Software	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Deliverables; and
Vulnerability Correction Plan	has the meaning given to it in Paragraph 12.6 of Annex 3 to this Schedule.

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ANNEX 2:**Data Security by Design****1. Application of this Annex**

The provisions of this Annex apply where the Supplier (or its Subcontractors) are (i) processing any Government Data (which could be electronic or on paper), and / or (ii) are designing or updating software and systems for the Buyer.

Further provisions associated with *using Supplier's own systems* to Process Government Data are set out in Annex 3.

2. Compliance with Buyer's Security Procedures When Working on Buyer's systems

2.1 The Supplier shall, and shall ensure that its Subcontractors shall, comply with the Buyer's security policies standards and procedures as notified to the Supplier when working on the Buyer's systems and premises.

2.2 The Supplier shall only use the Government Data and other information provided by the Buyer solely for delivery of the Deliverables.

3. Location of Government Data

3.1 The Supplier shall not and shall procure that none of its Subcontractors Process Government Data outside of the UK without the prior written consent of the Buyer and the Supplier shall not change where it or any of its Subcontractors Process Government Data without the Buyer's prior written consent, which may be subject to conditions.

4. Vulnerabilities and Corrective Action

4.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.

4.2 Where the Buyer is responsible for the delivery of the Information Management System, and the Supplier recognises any security vulnerability, the Supplier shall notify the Buyer promptly of the issue. Where the Supplier is responsible for delivery of the Information Management System, Paragraph 14 of Annex 3 shall apply.

5. Security by Design

5.1 The Supplier shall ensure that where it is responsible for the design of systems to Process Government Data, this shall be done in accordance with:

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- 5.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
- 5.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>;
- 5.1.3 the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principlesprinciples> ;
- 5.1.4 the NCSC "Supply Chain Management" a copy of which can be found at: <https://www.ncsc.gov.uk/collection/supply-chain-security>;
- 5.1.5 the NCSC "Penetration Testing Guidance" a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/penetration-testing>; and
- 5.1.6 any reasonable requirements identified by the Buyer from time to time and in accordance with Good Industry Practice.

6. Data Destruction and Deletion

- 6.1 Subject to Paragraph 2.1 of this Annex, where applicable in relation to information on the Supplier's systems or site under the Supplier's control, the Supplier shall, and shall ensure each Subcontractor who has access to the Government Data shall:
 - 6.1.1 prior to securely sanitising any Government Data or when requested, provide the Buyer with all Government Data in an agreed open format;
 - 6.1.2 securely erase in a manner agreed with the Buyer, any or all Government Data held by the Supplier when requested to do so by the Buyer;
 - 6.1.3 securely destroy in a manner agreed with the Buyer all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Contract and, in the absence of any such requirements, in accordance with Good Industry Practice and as agreed by the Buyer;
 - 6.1.4 ensure Sites used for the destruction of Government Data are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013, subject to the Buyer agreeing the controls as indicated by the Statement of Applicability;
 - 6.1.5 implement processes which address the Centre for the Protection of National Infrastructure (CPNI) and NCSC guidance on secure sanitisation;
 - 6.1.6 are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Buyer; and

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- 6.1.7 provide the Buyer with formal assurance and evidence of any erasure or destruction occurring pursuant to Paragraph 6 of this Annex (typically in the form of a certificate of destruction).
- 6.2 The Supplier shall provide the Buyer with evidence of its and its Subcontractors' compliance with the requirements set out in this Paragraph before the Supplier or the relevant Subcontractor (as applicable) may carry out the secure destruction of any Government Data.

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Annex 3**Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures****1 Application of this Annex**

- 1.1 The provisions of this Annex apply in addition to those set out in Annex 2 where the Supplier (and/or its Subcontractors) are processing Government Data on the Supplier's or Subcontractor's own systems.

2 Security Classification of Information

- 2.1 This Annex defines the further security requirements and assurance process for the Supplier to Process Government Data which is classified up to the Government Security Classifications standard of 'OFFICIAL-SENSITIVE'.

3 Supplier's Information Security Management System

- 3.1 The Supplier shall maintain and operate an Information Security Management System ("ISMS"). The ISMS shall:
- 3.1.1 be owned and approved by Supplier senior management;
 - 3.1.2 cover the entire scope of environments that handle, support or affect Government Data and the Buyer's system;
 - 3.1.3 be created in line with accepted industry standards, including ISO27001, NIST guidance, National Cyber Security Centre (NCSC) advice, as well as specific requirements identified by the Buyer, and Good Industry Practice;
 - 3.1.4 be actively maintained and reviewed on an annual basis from the Call-Off Start Date, as well as in response to relevant incidents, threats and other changes that would necessitate a review of controls;
 - 3.1.5 be supported through policy such that compliance and operation of the ISMS is a mandatory part of all Supplier Staff job performance;
 - 3.1.6 provide for the identification of risks to the Supplier, Government Data and the Buyer System, as well as the appropriate remediation of these risks in line with an agreed risk appetite;
 - 3.1.7 be made available by the Supplier for review by the Buyer for approval;
 - 3.1.8 be updated in response to identified security gaps, emerging security threats or

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risk areas, relevant internal or external factors, and reasonable requests by the Buyer; and

- 3.1.9 provide for appropriate protective monitoring and incident response measures such that incidents affecting Government Data are identified in a timely manner, and appropriate plans and processes exist to ensure this is performed in a repeatable manner. These plans shall be included for Buyer review.

4 Principles of Security

- 4.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:

- 4.1.1 the Supplier's system(s) used to deliver the service to the Buyer;

- 4.1.2 the Supplier Solution;

- 4.1.3 the Deliverables; and

- 4.1.4 the Supplier's corporate security measures

- 4.2 Notwithstanding the involvement of the Buyer in assessing the arrangements which the Supplier shall implement in order to ensure the security of the Government Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:

- 4.2.1 the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and

- 4.2.2 the security of the Information Management System.

- 4.3 The Supplier shall provide the Buyer with access to members of its information security personnel to facilitate the Buyer's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.

- 4.4 The Supplier shall ensure, at all times during the Call-Off Contract Period, that the Supplier and each Subcontractor who is responsible for any Government Data have documented processes to ensure the availability of Government Data in the event of the Supplier or Subcontractor ceasing to trade.

- 4.5 Where the Supplier subcontracts any activities supporting the delivery of the Deliverables, the Supplier shall be responsible for documenting relevant Subcontractors' compliance with the measures contained herein to the same standard that the Supplier is required to document. Such evidence of compliance shall be provided to the Buyer at the Buyer's request, and always prior to any release of information that has not been

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previously approved. The Buyer reserves the right to reject the Supplier's use of any Subcontractor where such Subcontractor's compliance with applicable security requirements cannot be appropriately assured.

4.6 The Supplier shall implement such additional measures as may be agreed with the Buyer from time to time in order to ensure that Government Data is safeguarded in accordance with applicable Standards.

4.7 In rare cases an external factor may require the enhancement of the provisions of this Annex 3, (for example the compromise of a previously trusted encryption algorithm). If and when these cases occur, the Supplier shall:

4.7.1 notify the Buyer of the relevant external factor requiring an enhancement of the provisions of this Annex 2; and

4.7.2 implement appropriate compensating controls to mitigate these new risks, subject to approval by the Buyer.

5 Security Assurance Statement

5.1 The Supplier may not use the Information Management System to Process Government Data unless and until:

5.1.1 the Supplier has provided a statement to the Buyer presenting the residual security risks associated with the Information Management System and confirming and detailing the Supplier's compliance with the Security Assurance Requirements (a "**Security Assurance Statement**"); and

5.1.2 the Buyer has issued the Supplier with an Information Security Approval Statement.

5.2 The Buyer shall review the Security Assurance Statement as soon as possible (and in any event within 20 Working Days of receipt) and shall either issue the Supplier with:

5.2.1 an Information Security Approval Statement; or

5.2.2 a rejection notice which shall set out the Buyer's reasons for rejecting the Security Assurance Statement. If the Buyer rejects the Security Assurance Statement, the Supplier shall take the Buyer's reasons into account in the preparation of a revised Security Assurance Statement, which the Supplier shall submit to the Buyer for review within 10 Working Days or such other timescale as agreed with the Buyer.

6 Security Assurance Requirements

6.1 The Supplier shall provide a high-level design of the Supplier's system, which illustrates

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elements of the Supplier's system provided directly by the Supplier and sub-contracted systems used to deliver the Deliverables to the Buyer.

6.2 The Supplier shall, and shall ensure that each Subcontractor which Processes Government Data:

6.2.1 is certified with ISO/IEC 27001:2013 or latest edition, by a United Kingdom Accreditation Service (UKAS) approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013, with a scope sufficient to cover the Deliverables and the Information Management System throughout the Call-Off Contract Period, which includes the sub processors and Subcontractors of the Deliverables, and provides the Buyer with a copy of each such certificate (the "**Certification Requirement(s)**"). The Statement of Applicability for the relevant ISO/IEC 27001 implementation shall be made available for the Buyer to review prior to acceptance of the Supplier's ISO 27001 certification;

6.2.2 completes a self-assessment and maintains registration with the DSP Toolkit (<https://www.dsptoolkit.nhs.uk/>);

6.2.3 provides a statement of compliance, and maintains such compliance, of the Supplier's system, and that of its Subcontractors of being compliant with the Data Protection Legislation;

6.2.4 provides and updates a list of all of the Subcontractors used to deliver the Deliverables to the Buyer; and

6.2.5 completes the Information Security Management Document Set in Annex 4 and documents in the Information Security Management Document Set how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule and the Contract in order to ensure the security of the Government Data and the Information Management System;

and the requirements of Paragraphs 6.2.1 to 6.2.5 together constitute the "Security Assurance Requirements".

6.3 The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Security Assurance Requirements and, as directed by the Buyer, shall or shall procure that the relevant Subcontractor shall:

6.3.1 immediately cease using the Government Data; and

6.3.2 promptly return, destroy and/or erase the Government Data in accordance with the requirements set out in Paragraph 6 of Annex 2 to this Schedule.

6.4 Where such a lack of compliance would constitute a high risk of sensitive information

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disclosure, the Supplier shall institute the Incident Management Process.

7 End User Devices

- 7.1 The Supplier shall ensure that any Government Data which resides on a mobile, removable or physically uncontrolled device is stored and encrypted, in line with NCSC guidance on End User Devices (EUD), by using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 7.2 The Supplier shall ensure that any device which is used to Process Government Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

8 Protecting Data in Transit

- 8.1 The Supplier shall ensure that any Government Data which it causes to be transmitted over any public or private network (including the internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted, to a minimum standard TLS1.2 configured to NCSC standards as set out in the NCSC guidance on Using TLS to Protect Data, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/tls-external-facing-services>.

9 Identity, Authentication and Access Control

- 9.1 The Supplier shall operate an access control regime to ensure:
- 9.1.1 all users and administrators of the Supplier's system are uniquely identified and authenticated, to a minimum standard of AAL2 or AAL3, when accessing or administering the Deliverables. Unless otherwise specified, the default standard shall be AAL2; and
 - 9.1.2 all persons who access the sites are identified and authenticated to a level commensurate with Good Industry Practice bearing in mind the activity that occurs, and the Government Data stored or systems hosted at the relevant sites.
- 9.2 The Supplier shall apply the 'principle of least privilege' when allowing Supplier Staff access to the Supplier managed systems and sites so that such persons are allowed access only to those parts of the sites and systems they require for the fulfilment of their responsibilities in relation to the provision of the Deliverables.
- 9.3 The Supplier shall retain records of access to the sites and to the Supplier's system and shall make such records available to the Buyer on request. The Supplier shall proactively monitor access records for suspicious access events and investigate any suspicious

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activity.

10 Audit and Protective Monitoring

- 10.1 The Supplier shall collect audit records which relate to security events in a Security Information and Event Management System (SIEM) or an equivalent set of tools and processes. This information must be maintained to a standard that will provide for the review and investigation of incidents, events, and false positives, as well as suspected cases of the previous, after the fact. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage or accounts accessing higher than average amounts of Government Data, unusual movements of data, as well as all privileged access events and high risk system configuration changes (such as enabling connectivity, changing system software, enabling or disabling of system services or logs).
- 10.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the core Information Management System.
- 10.3 The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Information Security Management Document Set.

11 Compliance Reviews

- 11.1 The Supplier shall regularly review and update the Information Security Management Document Set, and provide such to the Buyer, at least once each year, and upon any material change to the Information Management System and as required by this Paragraph 11. Alongside any updated Information Security Management Document Set, the Supplier shall provide a summary of the changes made.
- 11.2 The Supplier shall notify the Buyer of all planned significant changes to the components or architecture of the Deliverables, and within 2 Working Days after becoming aware of any unplanned significant change to the components or architecture of the Deliverables, and shall not proceed or reverse such change unless the Buyer gives its written consent to such change within 10 Working Days of notification.
- 11.3 The Supplier shall notify the Buyer within the appropriate timescales (see below) after becoming aware of:
- 11.3.1 a new risk to the components or architecture of the Deliverables;
 - 11.3.2 a vulnerability to the components or architecture of the Services which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in Paragraph 14.2 of this Annex 3 to this Schedule;

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- 11.3.3 a change in the threat profile;
 - 11.3.4 a significant change to any risk component;
 - 11.3.5 a significant change in the quantity of Personal Data held within the Information Management System;
 - 11.3.6 a proposal to change any of the Sites from which any part of the Deliverables are provided;
 - 11.3.7 a change in any Subcontractor involved in the provision of the Deliverables; or
 - 11.3.8 an ISO 27001 audit report produced in connection with the Certification Requirements indicating significant concerns.
- 11.4 Any identified risks, vulnerabilities, or other security concerns that are rated as Critical shall be notified as soon as possible, and within one hour. Notification to include email, telephone and other measures, and the supplier must secure acknowledgement before considering this SLA to be met. For High, this period may be extended to 1 working day, and for all other topics the period is 2 Working Days.
- 11.5 Within 10 Working Days of such notification to the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register to the Buyer for review and approval. Depending on the impact of the risks being mitigated, this timescale may be considerably shorter and the buyer reserves the right to require priority and / or emergency changes for remediation of Critical and High severity risks.
- 11.6 Where the Supplier is required to implement a change, including any change to the Information Management System, in order to remedy any non-compliance with this Contract, the Supplier shall effect such change at its own cost and expense and within the timescales set out in the Required Changes Register.
- 11.7 The Buyer may require, and the Supplier shall provide the Buyer and its authorised representatives with:
- 11.7.1 access to the Supplier Staff;
 - 11.7.2 access to the Information Management System to audit the Supplier and its Subcontractors' compliance with this Contract; and
 - 11.7.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require;
 - 11.7.4 to assist the Buyer to establish whether the arrangements which the Supplier and its Subcontractors have implemented in order to ensure the security of the

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Government Data and the Information Management System are consistent with the representations in the Information Security Management Document Set. The Supplier shall provide the access required by the Buyer in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.

12 Security Testing

12.1 The Supplier shall, at its own cost and expense procure and conduct Security Testing of the Supplier's system, including any subcontracted systems used to provide the Deliverables to the Buyer. If specified by the Buyer this must be undertaken by a CHECK Service Provider, otherwise this may be undertaken by a service provider under the CREST, TIGER or Cyber scheme:

12.1.1 Crest <https://www.crest-approved.org/>

12.1.2 Tiger <https://www.tigerscheme.org/>.

12.2 All Security Testing must be scoped so as to provide a realistic assessment of the efficacy of the Supplier's ISMS and risk mitigations. Service providers carrying out Security Testing should be provided with the security designs that they are validating and reports should include an assessment as to whether the existing control set is in line with the expected mitigations.

12.3 The Supplier shall complete all of the Security Testing before the Supplier submits the Security Assurance Statement to the Buyer for review in accordance with Paragraph 5 of this Annex, and repeat the Security Testing not less than once every 12 months and upon any significant change to the Supplier's system during the Call-Off Contract Period and submit the results of each such test to the Buyer for review in accordance with this Paragraph.

12.4 Reports and results of the Security Testing shall be made available for Buyer review such that the Buyer can have confidence and assurance over the residual risk of the Supplier's system.

12.5 If Security Testing is required to be carried out by a CHECK Service Provider pursuant to Paragraph 12.1 the Supplier shall:

12.5.1 agree with the Buyer the aim and scope of the relevant Security Testing; and

12.5.2 promptly, following receipt of each Security Testing report, provide the Buyer with a copy of the report.

12.6 in the event that the Security Testing report identifies any vulnerabilities, the Supplier shall prepare a remedial plan for approval by the Buyer (each a **"Vulnerability Correction Plan"**) which sets out in respect of each vulnerability identified in the

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Security Testing report:

- 12.6.1 how the vulnerability will be remedied;
 - 12.6.2 the date by which the vulnerability will be remedied; and
 - 12.6.3 the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include further Security Testing) to confirm that the vulnerability has been remedied.
- 12.7 The Supplier shall comply with the Vulnerability Correction Plan and conduct such further tests on the Supplier's system as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- 12.8 The Supplier shall ensure that any Security Testing which could adversely affect the Supplier's system shall be designed and implemented by the Supplier so as to minimise the impact, on the delivery of the Deliverables, for example by using a representative test environment, and the date, timing, content and conduct of such tests shall be agreed in advance with the Buyer.
- 12.9 If any testing conducted by or on behalf of the Supplier identifies a new risk new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall within 2 days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Buyer with a copy of the unredacted test report and:
- 12.9.1 propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
 - 12.9.2 where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Deliverables (in order to reduce the attack surface of the Supplier's system) within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.
- 12.10 The Supplier shall conduct such further tests of the Supplier's system as may be required by the Buyer from time to time to demonstrate compliance with its obligations set out this Schedule and the Contract.
- 12.11 The Supplier shall notify the Buyer immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in this Annex.

13 Security Monitoring and Reporting

- 13.1 The Supplier shall:

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- 13.1.1 monitor the delivery of assurance activities;
- 13.1.2 maintain and update the Security Assurance Statement in accordance with Paragraph 5 of this Annex;
- 13.1.3 monitor security risks impacting upon the operation of the Deliverables;
- 13.1.4 monitor the Information Management System for attempted Breaches of Security, including but not limited to, failed authentication, attempted brute force, indications of attempted denial of service attacks, attempted or actual data exfiltration, suspicious system alterations, and privileged access;
- 13.1.5 report actual or attempted Breaches of Security in accordance with the approved Incident Management Process; and
- 13.1.6 agree with the Buyer the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Buyer within 30 days of the Start Date of this Call-Off Contract.

14 Vulnerabilities and Corrective Action

- 14.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 14.2 The severity of 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 Information Security Management Document Set and using the appropriate vulnerability scoring systems including:
 - 14.2.1 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 at <http://nvd.nist.gov/cvss.cfm>); and
 - 14.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 14.3 Subject to Paragraphs 14.4 and 14.5 and of this Annex, the Supplier shall procure the application of security patches to vulnerabilities in the core Information Management System within:
 - 14.3.1 2 days after the public release of patches for those vulnerabilities categorised as 'critical';
 - 14.3.2 30 days after the public release of patches for those vulnerabilities categorised

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as 'important'; and

- 14.3.3 60 days after the public release of patches for those vulnerabilities categorised as 'other'.
- 14.4 Where a vulnerability is discovered or reasonably suspected to be under active exploitation upon discovery, or within the agreed remediation timeframe, and posing an active risk to Government Data, the timeframes set out in Paragraph 14.3 shall cease to apply and the remediation will be escalated as an emergency and progressed as soon as possible in active consultation with the Buyer.
- 14.5 The timescales for applying patches to vulnerabilities in the core Information Management System set out in Paragraph 14.3 of this Annex shall be extended (subject to Buyer agreement) where:
- 14.5.1 the Supplier can demonstrate that a vulnerability in the core Information Management System is not exploitable within the context of the Deliverables (e.g. because it resides in a software component which is not involved in running in the Deliverables) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 14.3 of this Annex if the vulnerability becomes exploitable within the context of the Deliverables;
- 14.5.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Deliverables 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 Buyer; or
- 14.5.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Information Security Management Document Set.
- 14.6 The Information Security Management Document Set shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support throughout the Call-Off Contract Period unless otherwise agreed by the Buyer in writing.

15 Breach of Security

- 15.1 If either Party becomes aware of an actual or attempted Breach of Security, it shall notify the other in accordance with the Incident Management Process.
- 15.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

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15.2.1 immediately take all reasonable steps necessary to:

- minimise the extent of actual or potential harm caused by such Breach of Security;
- remedy such Breach of Security to the extent possible;
- apply a tested mitigation against any such Breach of Security;
- prevent a further Breach of Security in the future which exploits the same root cause failure; and
- preserve any evidence that may be relevant to any internal, Buyer or regulatory investigation or criminal or legal proceedings;

15.2.2 notify the Buyer immediately upon becoming aware of a Breach of Security or attempted Breach of Security or circumstances that are likely to give rise to a Breach of Security, providing the Buyer with sufficient information to meet any obligations to report a Breach of Security involving any Personal Data under the Data Protection Legislation; and

15.2.3 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Supplier becoming aware of the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

15.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System with this Contract, then such remedial action shall be completed at no additional cost to the Buyer.

16 Termination Rights

16.1 Without limitation, the following events shall constitute a material Default giving the Buyer a right to terminate for cause pursuant to Clause 10.4.1(d) of the Core Terms:

16.1.1 the Buyer issues two rejection notices in respect of the Security Assurance Statement;

16.1.2 the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;

16.1.3 the Supplier fails to patch vulnerabilities in accordance with Paragraph 14 of Annex 3;

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- 16.1.4 the Supplier materially fails to comply with the Incident Management Process;
- 16.1.5 the Supplier fails to meet the Certification Requirements;
- 16.1.6 the Supplier fails to comply with any Vulnerability Correction Plan; or
- 16.1.7 the Supplier experiences an event analogous to a Breach of Security in respect of its own or any other customers' data and any contributing factor to such event:
 - a) would be a cause for termination pursuant to this Paragraph 16 had such event been a Breach of Security pursuant to this Contract; or
 - b) demonstrates a failure to meet the requirements of this Schedule that gives the Buyer a right to terminate pursuant to this Paragraph 16.

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Annex 4

Information Security Management Document Set Template

The Information Security Management Document Set Template is required to be completed	<input type="checkbox"/>
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The template may be found as a stand-alone file associated with this schedule.

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Call-Off Schedule 10A (Health Exit Management)

1 Definitions

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

“Exit Plan” means the Exit Plan to be agreed by the parties in accordance with the provisions of Call-Off Schedule 10A; and

“Final Exit Plan” has the meaning given to it in paragraph 4.1 of Call-Off Schedule 10A.

2 Handovers between Statements of Work

- 2.1 Every Statement of Work must include, as part of its final activities, provisions for handover to any subsequent and dependent Statement of Works.
- 2.2 Handovers should include any necessary documentation, training, and data necessary to allow for successful transition or exit, should the latter be decided upon.

3 Exit Plan

3.1 Introduction

- 3.1.1 Within 2 months of the Start Date (or as otherwise agreed between the Buyer and Supplier), the Supplier shall prepare a draft Exit Plan in accordance with Good Industry Practice and the provisions set out below, and shall provide such draft Exit Plan to the Buyer to review and approve.
- 3.1.2 The Buyer and the Supplier shall together review the draft Exit Plan, and shall aim to agree the draft Exit Plan within 3 months of the Start Date.
- 3.1.3 The Supplier shall at any time during the Call-Off Contract Period provide an updated draft Exit Plan where the provision of the Deliverables materially changes and this impacts the provisions of the Exit Plan.
- 3.1.4 The Parties shall annually jointly review, and the Supplier shall update if necessary, the provisions of the Exit Plan.

3.2 Content of Plan

- 3.2.1 The Supplier shall ensure that the Exit Plan facilitates a Service Transfer to the Buyer or a Replacement Supplier on expiry or termination of the Call Off

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Contract.

3.2.2 As a minimum the Exit Plan will include:

- Provision of / access to key Service information, workbook data, Supplier data, key Buyer processes and requirements, and TUPE information;
- Management structure throughout the exit;
- Roles and Responsibilities, which may include:

Role	Responsibilities
Exit Manager	Management of all Workstreams, including Communications and Finance
Project Management Support	Support across all Workstreams
Framework Director	Project Governance
Data Lead	Data & Reporting Workstreams
Technology Lead	Technology Workstream
TUPE lead	People Workstream
Supplier Lead	Supplier Management Workstream
Operations and Delivery Lead	Operations & WIP Workstreams

- Activities and timeline for the exit - The exact nature of the activities and the timelines associated with them will be dependent on the planning and activities defined by the Buyer and the Replacement Supplier, most notably the timelines and phasing of the specific Buyer roll outs, and the associated implications. The Exit Plan should nevertheless incorporate indicative timescales and milestones with these to be firmed up by agreement between the Parties no later than an agreed timespan before the date of expiry or termination;
- Logical workstreams into which the activities will be organised, which may, for example, include:

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Workstream	Key Activities
Project Governance	Identify Exit Manager
	Identify Data Lead
	Identify Exit Board and key sponsors
	Understand scope and scale of new service, phasing, etc
	Confirm exit activities and timelines
	Establish and maintain RAID Log
	Align exit activities to agreed exit timelines
	Sign off detailed plan and activities
	Identify Project Workstream contributors
Technology	Agree timeline to control closure of access to any Buyer Systems
Data	The Supplier to review data requests and provide workforce data in reasonable format and frequency.
	Supplier to provide a final data cut during hold/freeze period in line with WIP requirements
	Agree data archiving approach and data deletion as required by the Buyer, in line with GDPR & contractual requirements.
	Agree how data will be transferred at exit, including encryption
	Buyer data requirements to be finalised re retirement of incumbent workflow
Operations & Delivery	Provide Buyer specific process maps and variations
	Provide responses to reasonable Replacement Supplier clarification requests
People	Provide a point of contact in HR to agree TUPE timelines & approach

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Workstream	Key Activities
	Activities as required to comply with Part E of Call-Off Schedule 2 (<i>Staff Transfer</i>)
Supplier Management	Provide all current suppliers and contact details
	Support reasonable communications to suppliers and issue any required communications
	Manage billing closure with Supplier
Communications and Change Management	Feed into communications plan
	Feed into communications drafting
	Ensure all relevant Supplier teams understand activities/ progress of exit / agreed messaging
	Fully brief helpdesk on FAQs and messaging
	Issue communications to workers and suppliers as per plan
	Provide input to change impact assessment
Reporting	Provide a detailed overview of current reporting suite detailing key criteria, recipients and frequency
Work in Progress Transition (WIP)	Agree process & commercial arrangements for WIP transition
	Support data cleanse activity with a final data cut submitted to incoming service provider
	Support WIP freeze on raising new requisitions and worker changes
Finance	Provide final billing and confirm final time sheeting details
	Support in closing down purchase orders (if applicable)
	Support communication to workers and suppliers on billing transition

- Details of the transition of Deliverables, processes, data etc during the exit;

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- Details of how technologies and accesses will be retired;
- Issue management governance structure; and
- Key assumptions, which may, for example, include;
 - Data Requests – to be reasonable, specific and where necessary have clear articulation of why such data is required;
 - Response Timelines – timelines for activities and data requests to be reasonable and reflect the work effort required in producing / executing;
 - Active Engagement –Supplier to be kept fully informed of Buyer progress and updates; and
 - Buyer Points of Contact –provide dedicated resource to support in the management of the exit and help manage issues and escalations.

4 Exit Management

4.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 4.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 4.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 4.1.3 the date which is 12 Months before the end of the Term; and
- 4.1.4 receipt of a written request of the Buyer at any time,

the Supplier shall provide a complete set of information it is required to provide under the Exit Plan and the Parties shall agree the dates for completion of the activities set out in the Exit Plan. The Exit Plan, once populated with dates for the completion of activities ("**Final Exit Plan**") shall govern exit and transition of the Deliverables.

4.2 In relation to the delivery of the activities in a Final Exit Plan for a Service Transfer, the Supplier shall provide all reasonable co-operation and collaboration with the Buyer and Replacement Supplier including to agree aligned dates and to perform, and facilitate the performance of, aligned activities.

4.3 To the extent it does not adversely affect the Supplier's performance of any remaining Deliverables, then for the purposes of executing a Final Exit Plan, the Supplier shall:

- 4.3.1 cease to use the Government Data (subject to paragraph 4.5);
- 4.3.2 comply with the deletion requirements described in paragraph 4.4

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as impacted by paragraph 4.5;

- 4.3.3 return to the Buyer all of the following if it is in the Supplier's possession or control:
- all copies of Buyer Software licensed or provided by the Buyer;
 - all materials and documents owned by the Buyer; and
 - any other Buyer Assets provided by the Buyer.
- 4.4 Subject to paragraph 4.5, the Supplier shall as soon as reasonably practicable after termination of the Deliverables return (if required by the Buyer) all Government Data and any copies of it or of the information it contains, and in any case securely and irrevocably delete from its systems the Government Data in accordance with the applicable provisions of Call Off Schedule 9A (Health Security). The Supplier shall certify that all copies of the Government Data have been deleted within a reasonable time and in any event not later than 90 days after termination of the Deliverables.
- 4.5 The Supplier may continue to Process Personal Data contained within the Government Data following termination of the Deliverables to the extent necessary to support access by the Controllers to historical activity or audit data contained in the Supplier's systems where set out as required and in accordance with the conditions set out in Joint Schedule 11 (Processing Data).
- 4.6 When the Supplier believes that it has completed all activities in a Final Exit Plan, the Supplier shall notify the Buyer who shall then assess whether it is satisfied that the activities have been successfully completed. If the Buyer agrees that the Supplier has completed all of the required activities for that particular Final Exit Plan, it shall confirm its agreement in writing. If the Buyer does not agree with the Supplier's assertion that it has completed all of the required activities, then it shall notify the Supplier of the reasons why and following receipt of such reasons, the Supplier shall complete the required outstanding actions in a timeframe as will be reasonably agreed between the Parties.

5 Confidential Information

- 5.1 Subject to the requirements of Joint Schedule 11 (Processing Data) in relation to data retention, return and destruction, upon termination or expiry of this Call Off Contract, 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 completing a Service Transfer or for statutory compliance purposes. The parties agree that any

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Personal Data will be managed in accordance with Joint Schedule 11 (Processing Data).

- 5.2 The Supplier agrees that any Final Exit Plan agreed pursuant to the process described in paragraph 4.1 may be shared with CCS and with the Replacement Supplier(s).

6 Charges

- 6.1 Each Party shall bear its own costs in relation to the performance of its obligations described in this schedule.

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Part A - Implementation

1. DEFINITIONS

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

"Delay"	means a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	means an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Handover Date"	means the date on which the Incumbent Provider hands over services and/or activities back to the Buyer or another Supplier named by the Buyer;
"Implementation Plan"	means the set of planning tools (ranging from a traditional Gantt chart through to Agile tools such as Roadmaps, EPIC boards, etc) which may be employed to plan implementation, and includes the Transition Plan;
"Key Milestone Date"	means a Milestone Date which, if not met, may result in liabilities or Delay Payments;
"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;

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“Mobilisation Date”

means the date on which individual Supplier workers are required to start Buyer related work as identified in an appropriate mobilisation plan;

“Transition Period”

has the meaning given to it in Paragraph 8.2;

“Transition Plan”

means the plan used to transfer activities and/or Services from the Supplier to the Buyer or from the Supplier to another supplier nominated by the Buyer.

2. THE IMPLEMENTATION PLAN WITHIN THE CONTEXT OF AGILE

2.1 Agile development allows for greater refinement and iteration during development and therefore implementation may involve a diverse set of tools, including but not limited to:

- Roadmaps (of different shapes and sizes);
- EPIC Boards;
- VMOST Mission Boards; and
- a wide variety of more granular visual techniques such as Sprint Boards, Kanban Card Walls, etc.

2.2 In addition to, or as an alternative to, the traditional Gantt chart type plan, the Buyer may request one or more of the Agile mechanisms described at paragraph 2.1 as part of an Implementation Plan. Annex 3 of this Part A provides a list of the planning tools which may be requested by the Buyer.

2.3 The provisions of this Schedule shall apply regardless of any planning or implementation tools requested by the Buyer.

3. AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN

3.1 A draft of the Implementation Plan for the Call-Off Contract is set out at Annex 1 to this Schedule. The Supplier shall provide a further draft Implementation Plan with the number of days after the Call-Off Contract Start Date specified within Framework Schedule 6A (Health Order Form) under the heading of Further Implementation Plan.

3.2 Each Statement of Work may include an Implementation Plan and Milestones specific to that Statement of Work. This shall form a subset of the Call-Off Contract Implementation Plan at a more detailed level of granularity and shall be as set out in the relevant Statement of Work.

3.3 This Schedule shall apply, where relevant, to any Implementation Plan regardless of whether at Call-Off Contract level or Statement of Work level.

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3.4 The draft Implementation Plan:

- 3.4.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 3.4.2 shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 3.5 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.6 The Supplier shall aim to provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan with the aim of ensuring that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 3.7 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 3.8 The Buyer shall identify any Key Milestone Dates which, if missed, will result in liabilities or Delay Payments being incurred. The Key Milestone Dates are as laid out in Annex 2.
- 3.9 The Supplier shall ensure that the critical path leading to any such Key Milestone Dates is clearly identified. In the event that planned Milestone Dates which lie on such a critical path are missed the Supplier shall take appropriate action to rectify and/or recover progress (which may include completion of a Rectification Plan).

4. REVIEWING AND CHANGING THE IMPLEMENTATION PLAN

- 4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 4.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 4.3 If operating under the Fixed Price model, changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 4.4 Under the Incremental Fixed Price model, it is anticipated that Milestones and Milestone Payments will be refined up to the point of being fixed. Once fixed, changes to Milestones and Milestone Payments shall only be made in accordance with the Variation Procedure.
- 4.5 Under both the Incremental Fixed Price and Capped Time and Materials models, changes to Key Milestone Dates shall only be made in accordance with the Variation Procedure.

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- 4.6 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to meet any Key Milestone Dates shall be a material Default.

5. SECURITY REQUIREMENTS BEFORE ANY MOBILISATION DATES

- 5.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before any identified Mobilisation Date.
- 5.2 Prior to a team commencing activity (for example at the beginning of a Statement of Work), the Supplier shall ensure that this requirement is reflected in their Implementation Plans.
- 5.3 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 5.4 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 5.5 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 5.6 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 5.7 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

6. WHAT TO DO IF THERE IS A DELAY

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

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7. COMPENSATION FOR A DELAY

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

7.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

7.1.2 if included within the Implementation Plan, Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve Milestones by the relevant Key Milestone Date(s) except where:

(a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

(b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Key Milestone Date;

7.1.3 the Delay Payments will accrue on a daily basis from the relevant Key Milestone Date until the date when the Milestones leading to that Key Milestone Date are Achieved;

7.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

7.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

8. TRANSITION PLAN

Applies if a Transition Plan is called for within Framework Schedule 6A (Order Form)

8.1 The Transition Plan forms part of the overall Implementation Plan

8.2 The Transition Period will be a one (1) Month period.

8.3 During the Transition Period, the Incumbent Provider shall retain full responsibility for all existing activities and Services until the Handover Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Handover Date as set out in the Order Form.

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8.4 In accordance with the Transition Plan, the Supplier shall:

- 8.4.1 work cooperatively and in partnership with the Buyer, the Incumbent Provider, and other suppliers, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 8.4.2 work with the Incumbent Provider and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 8.4.3 liaise with the Incumbent Provider to enable the full completion of the Transition Period activities; and
- 8.4.4 produce a Transition Plan, to be agreed by the Buyer, for carrying out the requirements within the Transition Period including Key Milestones and dependencies.

8.5 The Transition Plan will include detail stating:

- 8.5.1 how the Supplier will work with the Incumbent Provider and the Buyer to capture, transfer and load up information such as software, documentation, pertinent knowledge, data and other information; and
- 8.5.2 a communications plan, as appropriate and as requested by the Buyer, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

8.6 In addition, the Supplier shall:

- 8.6.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Transition Plan, to ensure that the Transition Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 8.6.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 8.6.3 if appropriate and specifically requested by the Buyer, produce a Transition Plan report for each Buyer Premises to encompass activities that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these activities which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such

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Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 8.6.4 manage and report progress against the Transition Plan;
- 8.6.5 construct and maintain a Transition Period risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 8.6.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Transition Period. Transition meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 8.6.7 ensure that all risks associated with the Transition Period are minimised to ensure a seamless change of control between Incumbent Provider and the Supplier.

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Annex 1: Call-Off Contract Implementation Plan

Refer to individual Statements of Work for Implementation Plans specific to those Statements of Work.

Note that Key Milestone Dates (which have a commercial impact if not Achieved) are set out in Annex 2. Key Milestone Dates are Achieved on completion of several non-critical Milestones.

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

Milestone	Deliverable Items	Milestone Date	Buyer Responsibilities	Reference to Acceptance Criteria	Milestone Payment (if applicable)	Applicable Delay Payment(s)	
1	Transition and implementation plan for each initial SOW presented for Buyer review	10 working days prior to the Call-Off contract start date (unless agreed otherwise between the parties)	To provide appropriate and reasonable support to enable the Supplier to develop and complete the required transition and implementation plans	The Supplier will present its transition and implementation plans demonstrating how it will safely and successfully assume the responsibilities outlined in this Call-Off contract including the onboarding of resources	N/A	N/A	N

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Milestone	Deliverable Items	Milestone Date	Buyer Responsibilities	Reference to Acceptance Criteria	Milestone Payment (if applicable)	Applicable Delay Payment(s)	
2	Transition and Implementation Plans agreed per SOW	10 working days post signing of the Call-Off contract (unless agreed otherwise between the parties)	To review the Suppliers Transition and Implementation Plan (engaging with the Supplier where required) and sign it off if appropriate	Buyers' acceptance of the Supplier's Transition and Implementation Plan	N/A	N/A	
The Milestones will be Achieved in accordance with this Schedule.							

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Annex 2: Key Milestone Dates

All Milestones listed in Annex 1 with a Milestone Date which precedes the Key Milestone Date listed below are required to be completed and accepted in order for a Key Milestone Date to be considered to have been met

Key Milestone	Key Milestone Description	Pre-requisite Milestones (from Annex 1)	Key Milestone Date	Delay Payments	Required
[Not Used]	[Not Used]	[Not Used]	[Not Used]	[Not Used]	Y

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Annex 3: Planning Tools

The following table provides a list of planning tools which may be required by the Buyer.

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period)

Ref.	Type of Information	Required?	Refresh Frequency
Traditional Planning Artifacts			
A6.01	Call-Off Contract Plan on a Page. A high level plan covering the duration and scope of the Call-Off Contract	Y	Commercial Planning / Review Event
A6.02	SOW Plan on a Page. A high level plan covering the duration and scope of an individual SOW	Y	Operational Planning Event
A6.03	Full duration Project Plan including resources, dependencies, etc (e.g. as created by traditional project planning software)	Y	Operational Planning Event
A6.04	Rolling 3-Month Detailed Look Ahead Plan (as created by traditional project planning software)	Y	Operational Planning Event
Agile Planning Artifacts			
A6.10	Product Road-Map	N	On request from Buyer
A6.11	Delivery Plans	Y	On request from Buyer

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Ref.	Type of Information	Required?	Refresh Frequency
A6.12	Timebox Plans	N	On request from Buyer
A6.13	EPIC Board	N	On request from Buyer
A6.14	Elaboration Board	N	On request from Buyer
A6.15	Sprint Board	N	On request from Buyer
A6.16	Agile Kanban Board	N	On request from Buyer

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PART B - TESTING**1. DEFINITIONS**

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

"Component"	means any constituent parts of the Deliverables;
"Material Test Issue"	means a test issue of Severity Level 1 or Severity Level 2 as set out in the relevant Test Plan;
"Release"	shall mean a set of Deliverables, agreed by the Buyer as being something which can be released to the intended users of the set of Deliverables;
"Satisfaction Certificate"	means a certificate materially in the form of the document contained in Annex 2: issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test"	means a procedure intended to establish the quality, performance, or reliability of a Component;
"Test Issue"	means a test issue of Severity Level 3, Severity Level 4 or Severity Level 5 as set out in the relevant Test Plan;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in Paragraph 9.1 of this Schedule;
"Test Plan"	means a specific set of tests to be incorporated as part of a release plan;
"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;

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"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 7.2 of this Schedule;
"Test Strategy"	means a strategy for the conduct of Testing as described further in Paragraph 4.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6 of this Schedule;
"Test Witness"	means any person appointed by the Buyer pursuant to Paragraph 10 of this Schedule;
"Tester"	means the organisation responsible for testing. Within the context of Sole Responsibility accountability this shall mean the Supplier. Within the context of Rainbow Teams or Self Directed Teams accountability for testing shall be clearly defined within the Test Strategy (since it may involve both Buyer and Supplier). Accountability may vary from Statement of Work to Statement of Work; and
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in this Schedule.

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2. AGILE TESTING

- 2.1 Testing under this Schedule shall apply to software as well as other Deliverables (for example migration of data sets).
- 2.2 When requested by the Buyer, the Supplier shall, with appropriate input from the Buyer, undertake Release planning and shall produce a Test Plan.
- 2.3 With each Agile development iteration development teams are required to incorporate the underlying ethos of Agile testing and the Supplier shall:
- (i) write the test script;
 - (ii) write the code / perform the digital activity; and
 - (iii) test the code / activity against the test script.
- 2.4 Wherever possible Testers are required to automate testing (e.g. relevant functional test cases) and automate and execute any regression tests. This shall form part of acceptance testing.
- 2.5 Prior to release additional tests such as, but not limited to:
- (i) load tests;
 - (ii) complete regression tests;
 - (iii) penetration tests;
 - (iv) user acceptance tests;
 - (v) integration tests;
 - (vi) deployment tests; and
 - (vii) Release readiness tests
- as agreed within the Test Plan, shall be executed by the Tester.
- 2.6 The Supplier shall develop reusable test scripts in a modular manner which can be incorporated within a larger library of routinely run test scripts.
- 2.7 The Test Strategy will define how testing within the context of iterative agile development interacts with the broader testing at Deliverable, Statement of Work and Call-Off Contract levels.

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3. HOW TESTING SHOULD WORK

- 3.1 All Tests conducted by the Tester shall be conducted in accordance with the Test Strategy, Test Specification and, as appropriate within an agile context, the Test Plan.
- 3.2 The Tester shall not submit any Deliverable for Testing:
 - 3.2.1 unless the Tester is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 3.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 3.3 Where agreed within the Test Plan, the Tester 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.
- 3.4 Agile iterative tests, as agreed within the Test Strategy, shall align with the iterative development cycle and shall contribute to, but not necessarily be reflected in, the Deliverable level testing regime described within this Schedule.
- 3.5 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

4. PLANNING FOR TESTING

- 4.1 As part of the first relevant Statement of Work under the Call-Off Contract, the Supplier shall develop a relevant Test Strategy as soon as practicable after the SOW Start Date but in any case no later than twenty (20) Working Days after the SOW Start Date.
- 4.2 The initial Test Strategy shall include:
 - 4.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan relevant to the Statement of Work;
 - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 4.2.3 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;
 - 4.2.4 the procedure to be followed to sign off each Test;
 - 4.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

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- 4.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 4.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 4.2.8 the technical environments required to support the Tests; and
 - 4.2.9 the procedure for managing the configuration of the Test environments.
- 4.3 The Test Strategy shall be approved by the Buyer.
- 4.4 As new Statements of Work are initiated, the Test Strategy is required to be refined to reflect the specific needs of each Statement of Work and shall reflect the Test Strategy required under the Call-Off Contract as a whole.

5. PREPARING FOR TESTING

- 5.1 As defined within the Test Strategy, the Tester shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the relevant Implementation Plan.
- 5.2 Each Test Plan shall include as a minimum:
- 5.2.1 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
 - 5.2.2 a detailed procedure for the Tests to be carried out.
- 5.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Tester shall implement any reasonable requirements of the Buyer in the Test Plan.

6. PASSING TESTING

- 6.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

7. HOW DELIVERABLES WILL BE TESTED

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

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7.2 Each Test Specification shall include as a minimum:

- 7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
- 7.2.2 a plan to make the resources available for Testing;
- 7.2.3 Test scripts;
- 7.2.4 Test pre-requisites and the mechanism for measuring them; and
- 7.2.5 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.

8. PERFORMING THE TESTS

- 8.1 Before submitting any Deliverables for Testing the Tester shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 The Tester 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 10.3.
- 8.3 The Tester shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 8.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 8.5 The Tester shall provide to the Buyer in relation to each Test:
 - 8.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 8.5.2 the final Test Report within 5 Working Days of completion of Testing.

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- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 8.6.1 an overview of the Testing conducted;
 - 8.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Tester's explanation of why any criteria have not been met;
 - 8.6.3 the Tests that were not completed together with the Tester's explanation of why those Tests were not completed;
 - 8.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and
 - 8.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 8.7 When a Milestone has been completed the Tester shall submit any Deliverables relating to that Milestone for Testing.
- 8.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 8.9 If the Tester successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion.
- 8.10 Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain responsible for ensuring that the Testing of Deliverables are implemented in accordance with this Contract as defined within the Test Strategy.

9. DISCOVERING PROBLEMS

- 9.1 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 Tester shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 9.2 The Tester 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 Tester shall make the Test Issue Management Log available to the Buyer upon request.
- 9.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Tester. 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 an expedited dispute timetable.

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10. TEST WITNESSING

- 10.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 10.2 The Tester 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.
- 10.3 The Test Witnesses:
 - 10.3.1 shall actively review the Test documentation;
 - 10.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 10.3.3 shall not be involved in the execution of any Test;
 - 10.3.4 shall be required to verify that the Tester conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 10.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 10.4 may require the Tester to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11. AUDITING THE QUALITY OF THE TEST

- 11.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**").
- 11.2 The Tester shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.3 The Buyer will give the Tester at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 11.4 The Tester shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 11.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Tester detailing its concerns and the Tester shall, within a reasonable timeframe, respond in writing to the Buyer's report.

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

12. OUTCOME OF THE TESTING

- 12.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Tester and:
- 12.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 12.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Tester to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 12.2.3 where the Supplier has Sole Responsibility and where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 12.3 Where the Supplier has Sole Responsibility, the Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 12.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 12.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 12.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 12.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 12.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 12.7 If there are Test Issues, but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

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- 12.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default should the Supplier hold Sole Responsibility
- 12.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 12.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Tester shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 11.5); and
 - 12.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

13. RISK

- 13.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 13.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 13.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

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Annex 1:**Test Issues – Severity Levels****1. SEVERITY 1 ERROR**

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

2. SEVERITY 2 ERROR

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

3. SEVERITY 3 ERROR

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

4. SEVERITY 4 ERROR

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

5. SEVERITY 5 ERROR

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

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Annex 2:

Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

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Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

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Call-Off Schedule 14 (Service Levels)

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- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Call-Off Schedule 14 (Service Levels)

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Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

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

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

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables 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 the Annex to Part A of this Schedule.

Call-Off Schedule 14 (Service Levels)

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Annex A to Part A: Services Levels and Service Credits Table

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Credits	Publishable Performance Information
KPI1	[REDACTED]					

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KPI2	[REDACTED]
KPI3	

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KPI4	[REDACTED]
KPI5	

Any additional Service Levels will be defined within individual SOWs.

Call-Off Schedule 14 (Service Levels)

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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 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
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant

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meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

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Call-Off Schedule 15A (Health Supplier and Contract Management)

Call-Off Ref: C293058 Digital UEC Continuous Iterations Delivery

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Call-Off Schedule 15A (Health Supplier and Contract Management)

1. DEFINITIONS

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

“Agile”	a generic term to cover agile ways of working within the digital environment;
“Backlog”	has the meaning given to it in paragraph 2.3.1;
“Balanced Scorecard”	has the meaning given to it in paragraph 2.3.8;
“Buyer SM Event”	has the meaning given to it in paragraph 2.3.7;
“Call-Off Contract Management”	has the meaning given to it in paragraph 2.1.2;
“Call-Off Rate Card”	means the table of rates for different roles as captured in Call-Off Schedule 5A (Pricing Details);
“Collaborative Buyer/Supplier Event”	has the meaning given to it in paragraph 2.3.9;
“Call-Off Contract Manager”	the Call-Off Contract Manager appointed for the Supplier and for the Buyer in accordance with Annex 6 of this Schedule;
“Commercial Planning/Review Events”	has the meaning given to it in paragraph 2.3.4;
“Executive Sponsor”	has the meaning given to it in paragraph 6.26;
“Operational Board”	the board established in accordance with paragraph 2.3.64.1 of this Schedule;
“Operational Contract Manager”	the operational contract manager appointed for the Supplier and for the Buyer in Annex 6 of this Schedule;
“Operational Planning Event”	has the meaning given to it in paragraph 2.3.2;
“Operational Review Events”	has the meaning given to it in paragraph 2.3.3;
“Orange Book”	means the Orange Book: Management of Risks – Principles and Concepts accessible at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/191513/The_Orange_Book.pdf
“Programme”	means a programme of work, as identified by a portfolio number or equivalent;

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“Scrum Sprint”	means a time boxed period of time in which a useable product increment is created per the Scrum Guide™ (an Agile methodology);
“SOW Management”	has the meaning given to it in paragraph 2.1.1; and
“SOW Variation”	has the meaning given to it in paragraph 2.3.5.

2. OVERVIEW OF SUPPLIER AND CONTRACT MANAGEMENT

- 2.1 There are five levels of relationship and contract management covered by the various parts of this framework:
- 2.1.1 **Statement of Work Management (“SOW Management”)** covering how Statements of Work (SOWs) are managed. SOW Management starts with SOWs being created and ends, typically with handover to the next SOW, as a SOW ends (see paragraph 3.1);
 - 2.1.2 **Call-Off Contract Management (“Call-Off Contract Management”)** covering the specific contract management obligations between Supplier and Buyer relating to a specific Call-Off Contract (see paragraph 3.8);
 - 2.1.3 **Buyer/Supplier Management** covering individual relationships between the Buyer and a single Supplier. These relationships are anticipated to develop as an early part of Call-Off competition as Suppliers bid for potential work. These relationships are also anticipated to persist beyond individual Call-Offs for the duration of the Framework (and beyond, assuming Call-Offs extend beyond the formal term of the Framework) (see paragraph 3.31);
 - 2.1.4 **Buyer Specific Framework Management**, involving the Buyer and all Suppliers under the Framework with whom the Buyer has a relationship. This level of relationship is anticipated to evolve as Call-Offs are awarded. This level of relationship is anticipated to persist beyond individual Call-Offs (see paragraph 3.40); and
 - 2.1.5 **Framework Buyer/Supplier Management** covering “user group” topics such as:
 - Innovation;
 - New developments in technologies;
 - Changes in digital services (e.g. the incorporation of SFIA 8 and changes to Digital, Data and Technology roles);
 - Opportunities to improve the operation of the overall framework; and
 - Proposed updates to the framework;
- 2.2 For the avoidance of doubt, by signing any individual Call-Off Contract, suppliers are obliged to meet the terms of this Schedule, as required by the Buyer, for the durations indicated at each level of relationship.
- 2.3 There are a number of key mechanisms for managing this Call-Off Contract set out below. This list is not an exclusive list but is designed to focus on the key principles underpinning each level of management. Also, whilst logically separated below, the Buyer may elect to combine such mechanisms:

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- 2.3.1 **Product Backlog** (Scrum™) or **Prioritised Requirements List** (AgilePM®) (the “**Backlog**”) which, within the context of this Contract, should be considered to be the cornerstone of ongoing operational management. As such it should be considered to be a live contract artefact (see paragraph 4.1);
- 2.3.2 “**Operational Planning Events**” or equivalent, managing the granular level refinement from Commercial Planning/Review Event level (typically at requirement/Increment level down to Scrum Sprint / Timebox (AgilePM) sized task level (to be held at the frequency given at paragraph 3.6);
- 2.3.3 “**Operational Review Events**” or equivalent, which provide the basis for among other things, reviewing achievements out of individual Sprints/Timeboxes, learning lessons from the previous activity and understanding the actual effort used. A summary of this will be fed into the Commercial Planning/Review Events (Scrum Sprints or reporting performance and progress of tasks into the Commercial Planning/Review Events is described below at paragraph 3.7);
- 2.3.4 “**Commercial Planning/Review Events**” (usually combined but may be separate events for planning and review):
- These events will refine and prioritise the main Backlog (at Deliverable Increment/user story level and above) for feeding into the more detailed SOW task level backlog managed under the Operational Planning Events described above. If the Incremental Fixed Price charging mechanism is in use under a SOW, these events will agree the “price” for a Deliverable Increment (backed up by an estimate of effort linked to the Call-Off Rate Card).
 - From a review perspective, the Commercial Planning/Review Event will assess completeness of tasks and map this into acceptance of Deliverables or Deliverable Increments as well as collate actual effort spent. Acceptance certificates may be used to acknowledge completeness. The review will typically lead to invoicing and payment.
 - Whilst the frequency of Operational Planning Events is likely to reflect the operational practices specific to the SOW, Commercial Planning/Review Events will normally be held on a monthly basis.
 - These events are seen at the main focus points for Call-Off Contract Management activities (see paragraph 3.8).
- 2.3.5 **Variation and Change Management** covers minor changes to Statements of Work (“**SOW Variations**”) and more formal changes to the contract (see paragraph 4.2 below);
- 2.3.6 Events such as **Operational Board meetings**, where the programme or project teams may escalate topics for resolution or where material decisions may need to be made. (see paragraph 6.21 below);
- 2.3.7 “**Buyer SM Events**” designed to aggregate Call-Off Contract activity into an overarching view of Supplier performance and provide a means to take a holistic view of the performance and relationship with the Supplier as well as address topics escalated from individual Call-Off Contracts. If the Buyer only has one or two Call-Off Contracts with an individual supplier these events may be combined with Commercial Planning/Review Events, however the intent is to focus at the Supplier level rather than the Call-Off Contract level (see paragraph 3.39 below);

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- 2.3.8 **The “Balanced Scorecard”**, providing the mechanism to visually summarise the status of either the Call-Off and/or Supplier performance. Whilst a large individual Call-Off may warrant a dedicated Balanced Scorecard, within the context of this framework it is anticipated the Balanced Scorecard will operate at the overall Buyer/Supplier level (and this is the assumption underpinning the illustrations making up the rest of this Schedule) (see 4.3 below);
- 2.3.9 **“Collaborative Buyer/Supplier Events”** intended to provide a mechanism to share learning, develop collective improvements, share future plans, and discuss topics which may be forwarded for consideration at the Framework level. (see 3.40 below); and
- 2.3.10 in order to manage the time dimension relevant to the Call-Off Contract the Buyer will require some form of delivery planning. This may be in the form of Gantt charts or project plans, or it may be in the form of agile tools such as roadmaps, Epic boards, Elaboration and/or Sprint Boards, Kanban boards, etc.
- 2.4 Throughout the lifetime of both individual Call-Off Contracts and the framework relationship between the Buyer and Suppliers there are risks. Risk management practices applied at Call-Off Contract level are described further at paragraph 5.
- 2.5 Suppliers should be aware that the Buyer will also undertake ongoing Supplier risk management activities (such as ongoing financial credit rating checks) as part of its Call-Off Contract management processes.

3. SUPPLIER AND CONTRACT MANAGEMENT LEVELS**Statement of Work Management**

- 3.1 Other than the first SOWs under a Call-Off Contract, which will be defined by the Buyer, SOWs will generally be developed involving joint exploratory discussions between the Buyer and the Supplier. Generally speaking, inputs to the SOW are likely to include:
 - 3.1.1 some form of road map (the context);
 - 3.1.2 initial views on initial resource profile and technology stack and so on, used to inform the sizing of the SOW;
 - 3.1.3 which Accountability Model (Sole Responsibility, Self-Directed Teams or Rainbow), each as defined in Framework Schedule 1 (Specification); and which pricing mechanism (Fixed Price, Capped Time and Material, or Incremental Fixed Priced); and
 - 3.1.4 an initial Backlog (detailing requirements at an appropriate level of detail), provisional resource profile and technologies.
- 3.2 The operation of the Backlog is described under paragraph 4, however, at operational level it is intended to be the basis for agreeing, accepting and capturing tasks as well as related effort. There shall be a continuous alignment between the main Backlog held at Call-Off Contract level and any SOW Backlog (the Call-Off Contract level Backlog focuses on Deliverable Increments whilst the SOW Backlog level focuses on the more detailed tasks). At SOW level the Backlog should largely be operational and

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should be being refined to a level that can be allocated to the next sprint, timebox or equivalent (aiming to task size).

- 3.3 In addition to the Backlog, there will be information required by the Buyer for the purposes of recording resources (e.g. for controlling access to infrastructure), measuring performance (e.g. burn charts, etc), evidencing delivery (e.g. acceptance certificates) and so on. Annex 1 provides a provisional, non-exclusive, list of information types which may be used by the Buyer to initially specify typical requirements.
- 3.4 Whilst individual SOWs may operate under the Fixed Price or Incremental Fixed Price pricing mechanisms, all Call-Off Contracts shall be underpinned by an agreed set of Supplier Call-Off Rate Cards. Under all circumstances, regardless of pricing model, Suppliers shall maintain an accurate record of actual resource utilisation and to make this available to the Buyer on request.
- 3.5 When capturing effort, the Supplier is required to link such effort to the SOW and to the respective entry on the applicable Call-Off Rate Card as well as include period start and end date and utilised effort (in hours, days or fractions thereof as determined by the Buyer).
- 3.6 Operational Planning Events will be held at a frequency determined by the Buyer. The purpose will be to agree the next iteration of work (e.g. Scrum Sprint) and to refine the Backlog. The principle of ongoing refinement is a key Agile concept.
- 3.7 Operational Review Events will be held at a frequency determined by the Buyer. Typically, these will be at regular intervals (e.g. every month or every Scrum Sprint). Two contractual related purposes of Operational Review Events are to:
 - 3.7.1 identify when tasks are completed and provide evidence to the Commercial Planning/Review Events that work is “done”; and
 - 3.7.2 capture actual effort taken (versus the forecast) as a means of improving future estimates and providing the raw data for invoicing purposes.

Call-Off Contract Management

- 3.8 Within the context of this Call-Off Contract, taking into account the other levels of contract management, the primary purpose of Call-Off Contract Management includes:
 - 3.8.1 establishing and managing the information flows relevant to the Call-Off Contract;
 - 3.8.2 managing the overarching Backlog and ensuring it is continuously refined to reflect the evolving work;
 - 3.8.3 establishing new SOWs, providing oversight of SOWs in progress and ensuring handover between SOWs as appropriate;
 - 3.8.4 acting as the bridge between SOW management (operational) and commercial matters such as raising and managing invoices and payment, and tracking and managing commitment and spend against the overall Call-Off Contract value estimate;
 - 3.8.5 providing oversight of the resources (Supplier Staff, Subcontractors, etc.) required to deliver the Deliverables under the Call-Off Contract;

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- 3.8.6 creating and maintaining Implementation Plans (as set out in Call-Off Schedule 13A (Health Implementation Plan and Testing);
 - 3.8.7 co-ordinating with stakeholders and the Operational Board if applicable;
 - 3.8.8 managing overall Call-Off Contract level risks, issues, escalations and commercial matters;
 - 3.8.9 managing formal Variations;
 - 3.8.10 acting as the linkage point into Buyer/Supplier Management;
 - 3.8.11 maintaining and updating the Contract specific Call-Off Rate Card(s);
 - 3.8.12 contributing to the maintenance of programme/project artifacts such as business cases, procurement packages, roadmaps, etc;
 - 3.8.13 ensuring smooth transition and hand-over to the recipient of Deliverables (always the Buyer, but it may also be to another supplier if there is another major phase of work to be undertaken by the other supplier under a separate Call-Off Contract or SOW); and
 - 3.8.14 monitoring Supplier performance against Material KPIs.
- 3.9 Typically, the Buyer shall expect oversight of SOWs to form part of the role of a core team who will persist for the duration of the Call-Off Contract. The Buyer shall consider executing a dedicated SOW (typically a rainbow team, on a Capped Time and Materials basis) for defining and managing Call-Off Contract Management activities. This would be in addition to any specific delivery SOWs. This role is not anticipated to be full time, but rather periodic (e.g. no more than a few days per month). If a single SOW is operating at any given time, the role may to be combined with others.
- 3.10 Whereas SOWs will often be sequential, there is no restriction on the number of SOWs that are able to be effective at any point in time. Likewise it is highlighted that Service Provisions under this framework are not lots. This means a Call-Off Contract may involve more than one Service Provision (with individual SOWs possibly commissioned to deliver distinct services).
- 3.11 The above activities are logically defined under the heading of Call-Off Contract Management for the purposes of this Call-Off Contract however the Buyer may choose to capture the above requirements in a manner of their own choosing.

Establishing and Managing Information Flows

- 3.12 Annex 2 provides an initial list of information which may be requested by the Buyer in connection with Call-Off Contract Management. The Buyer may add to this list at any point in time by notifying the Supplier in writing.
- 3.13 The information set out in Annex 2 shall be expected to be kept up to date by the Supplier at the refresh frequency set out in that Annex. The Supplier is required to maintain tight version control and, where noted, obtain Buyer approval to updates as the work progresses.

Managing the Backlog

- 3.14 The Backlog is a key artifact for Call-Off Contract Management. The Backlog shall track Deliverable Increments as they are refined during the Call-Off Contract Period,

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will identify which SOWs cover each Deliverable Increment, will size them (and cost them under either the Fixed Price or Incremental Fixed Price models), will provide the basis for “accepting” them and will track various other information as set out in Annex 4.

- 3.15 Whilst the Buyer may choose to have a single Backlog covering each SOW and the Call-Off Contract, at Call-Off Contract level the Backlog is intended to capture the Deliverable Increments whilst delegating the detailed task-level management down to the SOW Backlog.
- 3.16 Payment under the either the Fixed Price or Incremental Fixed Price pricing mechanism will be based on the price agreed in advance. However, the Supplier will be expected to provide a resource estimate which, when combined with Call-Off Rate Card prices, will provide the transparent basis for the fixed price.
- 3.17 The Buyer may elect to use acceptance certificates for all Deliverable Increments agreed as “done” or only for key Deliverable Increments. Under the Fixed Price or Incremental Fixed Price pricing mechanisms, there shall be a clear linkage between an invoiced amount and the relevant Deliverable Increment.
- 3.18 In all cases there shall be a clear linkage between the Backlog and invoices submitted.
- 3.19 Invoice frequency may not align with Operational Review Events (e.g. invoicing may be monthly but review/planning events every two weeks). Under such circumstances, for clarity of receipting and audit purposes, unless agreed otherwise by the Buyer, work yet to be accepted at the Commercial Planning/Review Event shall be held back to the next appropriate invoice period.

Oversight of Statements of Work

- 3.20 Subsequent to the first SOW, new SOWs will be created and agreed under the concept of Call-Off Contract Management. It is anticipated that the team involved in Call-Off Contract Management shall develop the SOW requirements, work with the Supplier to agree the content of the SOW, and decide on the resourcing and pricing models prior to signing off the SOW.
- 3.21 It is the responsibility of the respective Call-Off Contract Managers to ensure SOWs are within the scope of the overarching Call-Off Contract and that budget is available under the Call-Off Contract.
- 3.22 It is envisaged that minor variations to in-place SOWs will be coordinated under the concept of Call-Off Contract Management

Providing oversight of resourcing

- 3.23 Whilst detailed planning of resource allocation to SOW tasks is handled at SOW Management level, there is an ongoing requirement to understand the total resourcing view and where resourcing is deployed at the Call-Off Contract level.
- 3.24 Under the Rainbow Team Accountability Model, the Buyer may have mandatory induction processes to be followed. The Supplier shall ensure that all such requirements are met where required prior to beginning work under any Call-Off Contract or SOW.
- 3.25 The Supplier is also responsible for ensuring that its staff (directly or indirectly employed) perform any data handover / cleansing obligations where applicable at the

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end of a Call-Off Contract. Call-Off Contract Management is accountable for ensuring this is done.

The bridge between SOW Delivery and payment / Call-Off Contract budget management

- 3.26 The Supplier shall, at all times, maintain an audit path linking delivery information together with invoice information.
- 3.27 In an Agile environment, the contract value agreed at Call-Off Contract level is typically a maximum possible value rather than a committed sum. Subject to the terms of this Call-Off Contract, committed charges shall be set out in each SOW.
- 3.28 At all times, the Supplier shall track budgets, forecasts and actuals at purchase order level, SOW level and Call-Off Contract level and shall provide a level of granularity (e.g. monthly) as required by the Buyer.
- 3.29 The Supplier shall update such financial summaries to reflect any changes agreed under the formal Variation process.
- 3.30 The Supplier shall notify the Buyer of any forecast overspend at least 60 days in advance of such an overspend occurring.

Buyer/Supplier Management

- 3.31 Buyer/Supplier Management covers the overall relationship between Buyer and Supplier. If there is only one Call-Off Contract in place between the Buyer and Supplier the below activities may be combined under Call-Off Contract Management. However, Buyer/Supplier Management contains obligations which extend beyond specific Call-Off Contracts as set out below.
- 3.32 Buyer/Supplier Management is considered to formally start on the commencement of the Call-Off Contract. However, it is anticipated that Suppliers start to engage in Buyer/Supplier Management on an informal basis as they first become involved in a Further Competition Procedure.
- 3.33 From the Call-Off Contract Start Date the Supplier shall nominate a Buyer Account Manager and the Buyer shall nominate a Supplier Manager
- 3.34 It is expected, as part of non-Call-Off Contract-specific Supplier engagement, that the Supplier makes efforts to “understand” the Buyer. In order to improve competition and ensure a level playing the Buyer shall support attempts by the Supplier to “understand” the Buyer, without prejudicing any Further Competition Procedure.
- 3.35 It is recommended that, where a Supplier has not previously had a relationship with the Buyer, or specific relevant parts of the Buyer’s business, that “get to know events” are facilitated by the Buyer.
- 3.36 Buyer/Supplier Management is considered to end on the End Date of the last effective Call-Off Contract between the Buyer and Supplier.
- 3.37 Whilst it is recognised that Buyer/Supplier Management may be incorporated within Call-Off Contract Management, there is certain information which may be aggregated up or is pertinent to the relationship with the Supplier. Examples of such information are listed under Annex 3.

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- 3.38 On an ongoing basis, the Buyer and Supplier shall collaborate to ensure appropriate prioritisation of resources, focus and continuous improvement across all Call-Off Contracts between the Buyer and the Supplier.
- 3.39 Buyer SM Events, for handling the above matters, shall be held at a frequency determined by the Buyer.

Collaborative Buyer/Supplier Events

- 3.40 Periodically, the Buyer may elect to meet with all Suppliers with whom it has Call-Off Contracts or who are actively participating in Framework business with the Buyer.
- 3.41 Typically such events will be held quarterly, but the frequency shall be determined by the Buyer. Suppliers should make every reasonable effort to participate in, and contribute to, such events.
- 3.42 The purpose of such events will typically be to:
 - 3.42.1 provide the Buyer with the opportunity to share, on an equitable basis, future pipelines of work;
 - 3.42.2 provide the Buyer with the opportunity to share future technology trends from the Buyer's perspective;
 - 3.42.3 provide Suppliers with the opportunity to suggest overall improvements to the way the Framework Contract is working with the Buyer;
 - 3.42.4 share emerging technologies coming out of Supplier activities;
 - 3.42.5 identify where there may be market shortages in skills and discuss mechanisms (training, knowledge sharing, buddying/mentoring, etc.) to address such shortages;
 - 3.42.6 agree proposals for possible changes to be considered by CCS;
 - 3.42.7 discuss opportunities to improve the operation of the overall Framework Contract;
 - 3.42.8 discuss proposed updates to the Framework Contract; and
 - 3.42.9 any other activity which may be proposed by the Buyer.

4. KEY MECHANISMS

- 4.1 Product **Backlog** (Scrum®) or Prioritised Requirements List (AgilePM®) or equivalent:
 - 4.1.1 Typical information to be held in the Backlog may be found in Annex 4;
 - 4.1.2 The Backlog should be considered to be the operational equivalent of a change control log capturing refinements, changes, additions and deletions. The Backlog demonstrates the value delivered (even if only at Deliverable Increment) and provides an indicator on how much change the project/programme has had to absorb;
 - 4.1.3 The Backlog evidences value delivered; and

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- 4.1.4 Since the Backlog captures ongoing refinement, Variations should only be required to changes to funding, scope and high level Milestones/timescales.

4.2 Variation and Change Management

- 4.2.1 The term "SOW Variation" is used to describe changes to budget, timescales, and scope at the SOW level. Other than the Buyer ensuring finances are still available and that the scope of the SOW remains inside the Call-Off Contract, such SOW Variations are intended to be managed within the Call-Off Contract. As such extended Buyer governance is not anticipated.
- 4.2.2 The term "Variation", in this context, is used to describe changes to overall contract value, overall contract milestones and/or term and where overall scope requires to change and such Variations shall follow the procedure set out at Clause 24.
- 4.2.3 The Supplier is required to maintain copies of all Variation and SOW Variation documentation.

4.3 Balanced Scorecard

- 4.3.1 Where the Buyer determines, the Supplier shall work with the Buyer to develop the detail of a Balanced Scorecard.
- 4.3.2 The Buyer shall give notice to the Supplier as to when the Balanced Scorecard shall become effective.
- 4.3.3 The principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (or any later replacement) shall apply.
- 4.3.4 The Parties shall refer to the Balanced Scorecard Paper, Annex A: Diagram and Annex B: Strategic Themes and Critical Success Factors associated with Procurement Policy Note 09/16 (or latest equivalents) when formulating a Balanced Scorecard.
- 4.3.5 The Buyer may elect to apply a Balanced Scorecard either per Call-Off Contract or at Supplier level.
- 4.3.6 The frequency of update to the Balanced Scorecard shall be determined by the Buyer (but will generally align with Commercial Planning/Review Events at Call-Off level and/or Buyer SM Events at Supplier level).
- 4.3.7 An example of a Balanced Scorecard may be found in Annex 5.

5. RISK MANAGEMENT

- 5.1 Reference is made to the HM Treasury Green Book supplementary guidance on risk (<https://www.gov.uk/government/publications/green-book-supplementary-guidance-risk>).
- 5.2 In particular, the principles and concepts contained in the Orange Book shall underpin the risk management practices implemented under this Schedule.
- 5.3 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

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- 5.4 The Buyer will aim to ensure that the placement of risk is appropriate (i.e. risk is placed where it can be influenced).
- 5.5 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.5.1 the identification and management of risks;
 - 5.5.2 the identification and management of issues; and
 - 5.5.3 monitoring and controlling project plans.
- 5.6 The Supplier shall allow the Buyer to inspect at any time within the Supplier's working hours the accounts and records which the Supplier is required to keep.
- 5.7 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer and the Supplier have identified.
- 5.8 The Buyer may elect, at any point in time, to conduct ongoing Supplier risk management as follows:
 - 5.8.1 the Buyer may choose to use credit rating checks (such as those offered by Experian and Dun & Bradstreet) to monitor the financial health of the Supplier;
 - 5.8.2 should the Buyer determine that a Supplier could be at financial risk, the Buyer may request financial details (including current unpublished accounts) in order to better understand any risk which could have an impact on the Call-Off Contract;
 - 5.8.3 on request by the Buyer, the Supplier shall provide and work to a financial risk mitigation plan as a means of protecting the interests of the Buyer; and
 - 5.8.4 the Supplier shall take reasonable steps to ensure the financial health of any Subcontractors it engages with. In the event of a potential risk with any Subcontractor the Supplier shall notify the Buyer of such risks and the mitigation actions it is taking to protect the interests of the Buyer.

6. KEY ROLES

- 6.1 Key Roles and Key Staff are identified and named in each SOW.
- 6.2 The Supplier and the Buyer shall each nominate an Operational Contract Manager for the purposes of this Call-Off Contract through whom the provision of the Deliverables shall be managed day-to-day.
- 6.3 The Supplier and the Buyer shall each nominate a Call-Off Contract Manager for the purposes of this Call-Off Contract through whom commercial matters may be escalated as and when needed and at a regular frequency as determined by the Parties.
- 6.4 The Parties shall ensure that appropriate resource is made available on a regular basis such that the contract management aims, objectives and specific provisions of this Call-Off Contract can be fully realised.

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Operational Contract Managers

- 6.5 Operational contract management shall cover matters including:
 - 6.5.1 developing technical scope for individual SOWs;
 - 6.5.2 ongoing joint management of Backlog item lists;
 - 6.5.3 resource monitoring; and
 - 6.5.4 progress against Deliverables and reporting and receipting of the same.
- 6.6 The Supplier's Operational Contract Manager shall be:
 - 6.6.1 the primary point of contact to receive operational communications from the Buyer and will also be the person primarily responsible for providing operational information to the Buyer;
 - 6.6.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Operational Contract Manager's responsibilities and obligations;
 - 6.6.3 able to cancel any delegation and recommence the position himself; and
 - 6.6.4 replaced only after the Buyer has received notification of the proposed change.
- 6.7 The Buyer's Operational Contract Manager is the Buyer side of the Operational Contract Management relationship, providing operational communications to the Supplier, acknowledging receipt of Deliverables, and having equivalent obligations with respect to delegation and notification of any changes.
- 6.8 The Buyer may provide revised instructions to the Supplier's Operational Contract Manager in regards to the operation of the Call-Off Contract and it will be the Supplier's Operational Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.9 Receipt of communication from the Supplier's Operational Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Call-Off Contract Managers

- 6.10 Commercial Contract Management shall cover matters including:
 - 6.10.1 development of commercial scope for individual SOWs;
 - 6.10.2 ensuring compliance with Call-Off Contract terms;
 - 6.10.3 oversight of commercial performance of the Call-Off Contract; and
 - 6.10.4 resolution of commercial issues, including any need for contractual dispute resolution or escalation.
- 6.11 The Supplier's Call-Off Contract Manager shall be:

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- 6.11.1 the primary point of contact to receive commercial communications from the Buyer and will also be the person primarily responsible for providing commercial information to the Buyer;
- 6.11.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Call-Off Contract Manager's responsibilities and obligations;
- 6.11.3 able to cancel any delegation and recommence the position himself; and
- 6.11.4 replaced only after the Buyer has received notification of the proposed change.
- 6.12 The Buyer's Call-Off Contract Manager is the Buyer side of the Commercial Contract Management relationship, providing commercial communications to the Supplier and having equivalent obligations with respect to delegation and notification of any changes.
- 6.13 The Buyer may provide revised instructions to the Supplier's Call-Off Contract Manager in regards to the commercial aspects of the Call-Off Contract and it will be the Supplier's Call-Off Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.14 Receipt of communication from the Supplier's Call-Off Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Supplier Manager and Account/Buyer Manager

- 6.15 The Buyer side Supplier Manager, if named by the Buyer, is the individual with oversight of the Supplier as a whole and shall be the prime contact for the Supplier's Account/Buyer Manager.
- 6.16 Buyer matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier Manager.
- 6.17 The role shall delegate to the Buyer's Call-Off Contract Manager if not named.
- 6.18 The Supplier side Account/Buyer Manager, if named by the Supplier, is the individual with the relationship with the Buyer as a whole and shall be the prime contact for the Buyer's Supplier Manager.
- 6.19 Supplier matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier's Account/Buyer Manager.
- 6.20 The role shall delegate to the Supplier's Call-Off Contract Manager if not named.

Contract Boards

- 6.21 One or more Contract Boards may, at the Buyer's sole option be established for the purposes of this Call-Off Contract. At minimum the Supplier and the Buyer shall be represented on the board.
- 6.22 Where required, the board members, frequency and location of board meetings and planned start date by which the board shall be established shall be set out in Annex 6.

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- 6.23 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 6.24 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 Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 6.25 The purpose of the board meetings will generally be to review the performance of the Call-Off Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Executive Sponsors

- 6.26 Each party may elect to nominate an Executive Sponsor for the purposes of ensuring corporate alignment with the overall Buyer/Supplier relationship as well as acting as a point of escalation to assist in removing potential corporate blockers.

7. KEY INFORMATION

- 7.1 The Buyer requires the Supplier to provide the management information as identified in the Annexes to this Schedule. These requirements are without limitation to the Buyer's right to require the submission of information, reports, records and data as set out elsewhere in the Call-Off Contract.
- 7.2 The Supplier shall, within 30 days of the earliest of:
 - 7.2.1 the date which is 30 days before the end of the Call-Off Contract Period;
 - 7.2.2 receipt of a Termination Notice;
 - 7.2.3 notification by the Buyer of an actual or intended Service Transfer; or
 - 7.2.4 a written request by the Buyer,
 provide the Buyer with a complete set of up to date information in respect of all types of information set out in the Annexes.

8. INVOICING AND PAYMENT

- 8.1 The frequency of invoicing shall be on a Monthly basis, unless agreed by the Buyer, in writing, as otherwise.
- 8.2 Invoices for the preceding Month shall be submitted within 10 Working Days of the end of the Month unless agreed, in writing, by the Buyer as otherwise.
- 8.3 Separate invoices shall be provided for each SOW, clearly identifying the Call-Off Contract and SOW which the invoice relates to.
- 8.4 The information to be provided by the Supplier with each Invoice shall be that identified in Annex 7.

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- 8.5 In order to facilitate prompt payment of invoices, the Supplier shall coordinate with the Buyer to ensure acceptance of Deliverables completed.
- 8.6 The Buyer shall notify the Supplier of any incorrect Invoice submissions within 5 Working Days of receipt. Incorrect invoices shall include (without limitation) invoices for work which has not been accepted by the Buyer and invoices based on incorrect rates. The Supplier shall resubmit invoices once corrected.
- 8.7 Unless otherwise agreed, the Buyer shall pay all accepted invoices within 30 days of submission.

9. MATERIAL KPIs

- 9.1 The Supplier's performance shall be measured by the Material KPIs set out in the Order Form.
- 9.2 The Supplier shall comply with the Material KPIs and establish processes to monitor its performance against them and the Supplier's achievement of Material KPIs shall be reviewed during Commercial Planning/Review Events.
- 9.3 The Buyer reserves the right to adjust, introduce new, or remove Material KPIs throughout the Call-Off Contract Period, however any significant changes to Material KPIs shall be agreed between the Buyer and the Supplier in accordance with the Variation Procedure.
- 9.4 The Buyer reserves the right to use and publish the performance of the Supplier against the Material KPIs without restriction.
- 9.5 In the event that the Buyer and the Supplier are unable to agree the performance score for any Material KPI during a Commercial Planning/Review Event, the disputed score shall be recorded and the matter shall be referred to the Buyer Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 9.6 In cases where the Buyer Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.
- 9.7 Failures to meet Material KPIs shall be addressed in accordance with Paragraphs 5.4 and 5.5 of Framework Schedule 4 (Framework Management).

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Annex 1: SOW Management Related Information

Topic	Frequency or Details
Operational Planning Event Frequency	Fortnightly or as agreed with the Buyer
Operational Review Event Frequency	Fortnightly or as agreed with the Buyer

The following table provides a list of information required by the Buyer as part of the SOW Management process.

Notes:

1. There are some artifacts which held at Call-Off Management level which could equally apply at this level. Please read that list too (Annex 2).
2. Supplier and Subcontractor related topics are covered under Buyer/Supplier Management
3. This list is non-exclusive, and the Buyer may elect to include other information.

Type of Information		Required ?	Refresh Frequency
A1.01	Backlog (Task level)	Yes	Operational Planning Event
A1.02	Forecast Resource Profile	Yes	Operational Planning Event
A1.03	Actual Resource Utilisation	Yes	Operational Review Event
A1.04	Task Completion Status	Yes	Operational Review Event
Typical Agile Artifacts (Statement of Work Information)			
A1.10	Sprint Burndown Report	Yes	Operational Review Event (via Jira or alternative tool as agreed with Buyer)
A1.11	Velocity Chart	Yes	Operational Review Event (via Jira or alternative tool as agreed with Buyer)
A1.12	Epic and Release Burndown Chart	Yes	Operational Review Event (via Jira or alternative tool as agreed with Buyer)
A1.13	Agile Control Chart	No	N/a
A1.14	Cumulative Flow Diagram	Yes	On demand by the Buyer
A1.15	Value Delivered Chart	No	N/a
A1.16	Work Item Age Chart	Yes	On demand by the Buyer

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Annex 2: Call-Off Contract Management Information

Topic	Frequency or Details
Commercial Planning/Review Event Frequency	Monthly

The following table provides a list of information required by the Buyer as part of the Call-Off Contract Management process (note that this is a logical model and the Buyer may elect to operate “events” under different labels).

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).

Ref.	Type of Information	Required ?	Refresh Frequency
Contract Management Artifacts			
A2.01	Backlog (Deliverable Increment Level) (including agreements to Acceptance, Pricing, Status, etc – see Backlog for details)	Yes	Commercial Planning / Review Event
A2.02	List of Supplier Staff including: SOW, Unique ID, Name, Job Role, link to Call-Off Rate Card, rate, Start Date, End Date, Planned Days, Forecast Days, Actual Days, Security Level, Contractor Status, IR35 determination, etc as specified by the Buyer)	Yes	Commercial Planning / Review Event
A2.03	Cost/Spend Cash Flow Data including: SOW, Budget, Forecast, Actual, links to POs, Variations, etc as specified by the Buyer	Yes	Commercial Planning / Review Event
A2.04	Risks, Issues (and Opportunities) Log including impact assessment, mitigation details, etc.	Yes	Commercial Planning / Review Event
A2.05	Any remediation plans agreed, and any progress against an agreed remediation plan.	Yes	Commercial Planning / Review Event
A2.06	Statement of any commercial issues by the Supplier during that period (late payment). Report of resolution of any previously noted items.	Yes	Commercial Planning / Review Event
A2.07	Copies of notices received and/or issues by the Buyer, and referrals to any Dispute Resolution Procedure	Yes	On demand by the Buyer
A2.08	Variations detailing material changes to scope, cost, major milestones and/or overall timescales	Yes	On demand by the Buyer
A2.09	Stakeholder Map	Yes	On demand by the Buyer
A2.10	Communications Plan	Yes	On demand by the Buyer
A2.11	Copies of all Contract related documents including referenced documents, relevant Sub-Contracts and any ancillary documents (including amendments)	Yes	On demand by the Buyer

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Ref.	Type of Information	Required ?	Refresh Frequency
A2.12	Current contact and address for notices under the Call-Off Contract.	Yes	Immediate and updated following any changes

Ref.	Type of Information	Required ?	Refresh Frequency
Typical AgilePM® Products (ref: Agile Project Management Handbook by the DSDM® Consortium): https://www.agilebusiness.org/page/ProjectFramework_08_Product			
A2.20	Terms of Reference	N	N/a
A2.21	Business Case	N	N/a
A2.22	Solution Architecture Definition	Y	On demand by the Buyer
A2.23	Development Approach Definition	Y	On demand by the Buyer
A2.24	Delivery Plan (also under Implementation Plans)	Y	On demand by the Buyer
A2.25	Timebox Plans (also under Implementation Plans)	Y	On demand by the Buyer
A2.26	Timebox Review Records	Y	On demand by the Buyer
A2.27	Management Approach Definition	Y	On demand by the Buyer
A2.28	Feasibility Assessment	Y	On demand by the Buyer
A2.29	Foundations Summary	Y	On demand by the Buyer
A2.30	Project Review Report	Y	On demand by the Buyer
Other Agile Products (courtesy Blended Agile Delivery www.thebadtoolkit.com)			
A2.40	V MOST Mission Boards	Y	On demand by the Buyer
A2.41	ROI Projections	Y	On demand by the Buyer
A2.42	EPIC Board (also under Implementation Plans)	Y	On demand by the Buyer
A2.43	User Stories	Y	On demand by the Buyer
A2.44	Release Propositions	Y	On demand by the Buyer
A2.45	Proof of Concepts (POCs) / Spikes	Y	On demand by the Buyer
A2.46	Designs / UX (User Functionality)	Y	On demand by the Buyer
A2.47	Business Architecture Changes	Y	On demand by the Buyer]
A2.48	Data Changes	Y	On demand by the Buyer

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Ref.	Type of Information	Required ?	Refresh Frequency
A2.49	Candidate Architectures	Y	On demand by the Buyer
A2.50	PTEST Requirements	Y	On demand by the Buyer
A2.51	Elaboration Boards (also under Implementation Plans)	Y	On demand by the Buyer
A2.52	Spring Boards (also under Implementation Plans)	Y	On demand by the Buyer
A2.53	Delivery Metrics	Y	On demand by the Buyer
A2.54	Health Checks	Y	On demand by the Buyer

Ref.	Type of Information	Required ?	Refresh Frequency
Contributions to Other Programme / Project Management Artifacts (not listed above)			
A2.60	Technical Requirements (Functional / Non-Functional)	Y	On demand by the Buyer
A2.61	Technical Constraints (e.g. compatibility with existing systems)	Y	On demand by the Buyer
A2.62	Pre-procurement support activities	Y	On demand by the Buyer
A2.63	Make or Buy Analysis	Y	On demand by the Buyer
A2.64	Technical Stack Specification	Y	On demand by the Buyer
A2.65	Technical Road Map	Y	On demand by the Buyer
A2.66	Target Operating Model	Y	On demand by the Buyer
A2.67	Skills Requirements Profile	Y	On demand by the Buyer

Ref.	Type of Information	Required ?	Refresh Frequency
Security and Personal Data Reporting Information			
A2.70	DSP Toolkit Submissions	Yes	Annually in arrears
A2.71	Copies of required security clearance certificates for all staff (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	On demand by the Buyer
A2.72	Unique individual identifier number and full name of staff handling Patient Identifiable Data (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	On demand by the Buyer
A2.73	Updated DPIA	Yes	On demand by the Buyer
A2.74	Completed Information Security Management (ISM) Document Set	Yes	On demand by the Buyer
A2.75	Evidence of data destruction certification	Yes	On demand by the Buyer

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Ref.	Type of Information	Required ?	Refresh Frequency
A2.76	Notices of any breach of data provision or security provisions	Yes	On occurrence

Ref.	Type of Information	Required ?	Refresh Frequency
Handover / Exit Related Information			
A2.80	Records required by Law as they relate to the provision of the services (including in relation to health and safety matters and health and safety files), such records to be prepared in accordance with any applicable laws or regulations.	Yes	On demand by the Buyer
A2.81	All training, implementation, operation and maintenance manuals related to the provision of the Deliverables.	Yes	On demand by the Buyer
A2.82	All certificates, licences, registrations or warranties related to the provision of Deliverables	Yes	On demand by the Buyer
A2.83	Exit Plan (and any requested updates)	Yes	(see Call-Off Schedule 10: Exit Management)

Ref.	Type of Information	Required ?	Refresh Frequency
TUPE Information			
A2.90	Details of service functions that have provided services to the Buyer, and the denoting characteristics that delineate the functions (including but not limited to function code references and names used on the Supplier's finance system, and period of time for which such code has existed).	No	N/A
A2.91	Details of the number of customers supported by the Supplier's named service functions.	No	N/A
A2.92	The Staffing Information (as defined in Call-Off Schedule 2 (Staff Transfer) Buyer in relation to an anticipated potential Service Transfer or as required to be provided under the Schedule	No	N/A

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Annex 3:

Buyer/Supplier Management Information

Topic	Frequency or Details
Buyer SM Event Frequency	Quarterly

The following table provides a list of information required by the Buyer as part of the Buyer/Supplier Management process (note that this is a logical model and the Buyer may elect to operate “events” under different labels).

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).
3. Information which could be seen to be advantageous to all Suppliers or which would be of benefit to all parties are dealt with under Buyer Specific Framework Management.

Ref.	Type of Information	Required ?	Refresh Frequency
Supplier and Sub-Contract Related Information			
A3.01	Report from the Supplier of any change to its financial standing / any change to its group structure.	Yes	Immediate and updated following any changes
A3.02	Request for use of any additional Subcontractors not forming part of the original Framework either: <ul style="list-style-type: none"> • As part of a proposed response to a new Further Competition Procedure; or During execution of an existing Call-Off Contract	Yes	Prior to competition. Prior to mobilisation (as appropriate)
A3.03	Written confirmation by the Supplier, confirmed in writing by the Subcontractor(s), that they have in place a contract which mirrors the provisions of the Call-Off Contract with the Supplier	Yes	On demand by the Buyer
A3.04	Written assurance by any Subcontractor that the provisions under A3.03 are also cascaded down their supply chain	Yes	On demand by the Buyer
A3.05	Copies of published financial accounts	Yes	On demand by the Buyer
A3.06	In the event of the Buyer becoming aware of any financial difficulties being faced by the Supplier (as reasonably judged by the Buyer), copies of current accounts (whether published or not)	Yes	On demand by the Buyer

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Ref.	Type of Information	Required ?	Refresh Frequency
Aggregated Views			
A3.10	Summary of all Call-Off Contracts, Variations and SOWs from a performance perspective (possibly in the form of a traffic light report). All as required by the Buyer	Yes	Buyer SM Event
A3.11	Summary of cash flow (budget, forecast, actual) for all Call-Off Contracts and SOWs	Yes	Buyer SM Event
A3.12	Summary of resources deployed and any people issues requiring resolution	Yes	Buyer SM Event
A3.13	Summary of escalated risks, issues and other escalation topics (e.g. around obligations)	Yes	Buyer SM Event
A3.14	Quality Review Heat Map (or equivalent) capturing an assessment of quality against things like User needs, roadmaps, technology, delivery, transparency, decision making, go-live readiness, etc as defined by the Buyer	Yes	Buyer SM Event
Supplier (and Buyer) Performance and Continuous Improvement			
A3.20	Overall "Temperature Checks" or "Office Vibe" status or equivalent – providing 360° feedback on things like relationships, recognition, growth and development, wellness, happiness, etc (May also be at individual Call-Off Contract level)	Yes	Buyer SM Event
A3.21	Balanced Scorecard (as defined in detail in paragraph 4.3)	Yes	Buyer SM Event
A3.22	Mutual personnel development opportunities	Yes	As mutually agreed
A3.23	Continuous improvement / opportunities	Yes	As mutually agreed
Overall Supplier Governance			
A3.30	Summary of agreed remediation actions and their status	Yes	Buyer SM Event
A3.31	Mutual Review and endorsement of Call-Off Contract Variations	Yes	On demand by the Buyer
A3.32	Recommendations to be taken to framework level (under the management of the Authority)	Yes	As mutually agreed

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Annex 4:

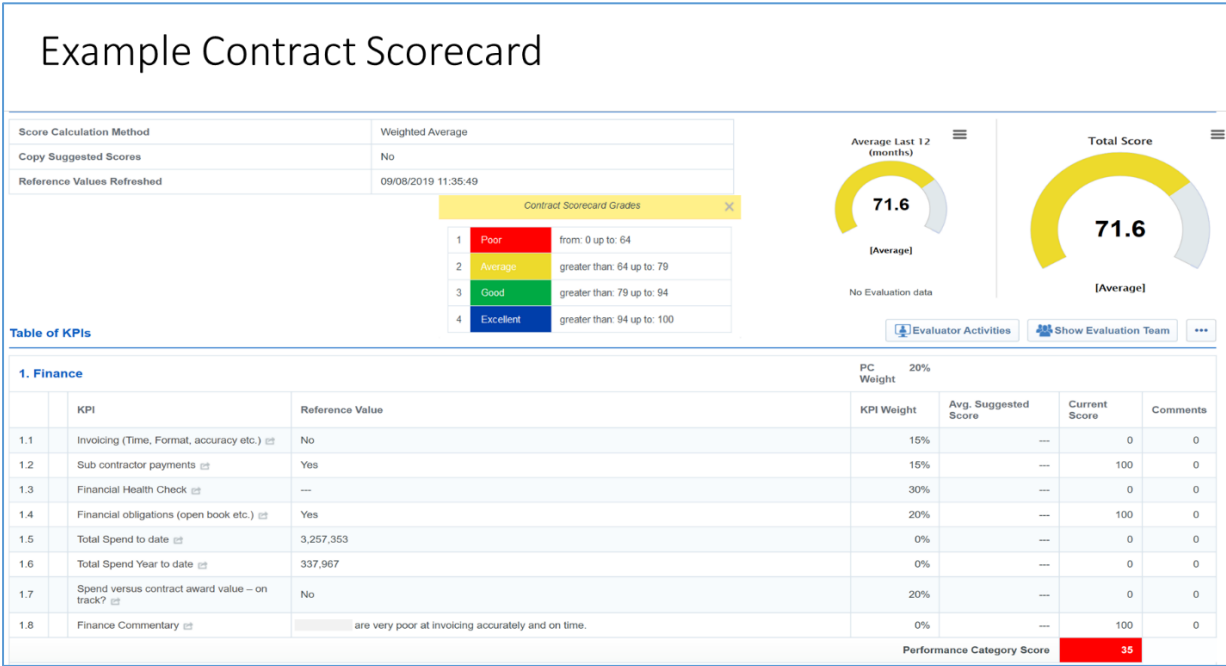
Product Backlog/Prioritised Requirements List

Please refer to 'Annex 4: Call-Off Schedule 20 – Product Backlog Item List', within 'Call-Off Schedule 20 (Call-Off Specification)'.

Annex 5: Balanced Scorecard (Example)

1. In addition to the Supplier’s performance management obligations set out in the Framework Contract, the Buyer and the Supplier may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard examples below). However, the Balanced Scorecards may change and be amended over the life of the Contract.

Example 1



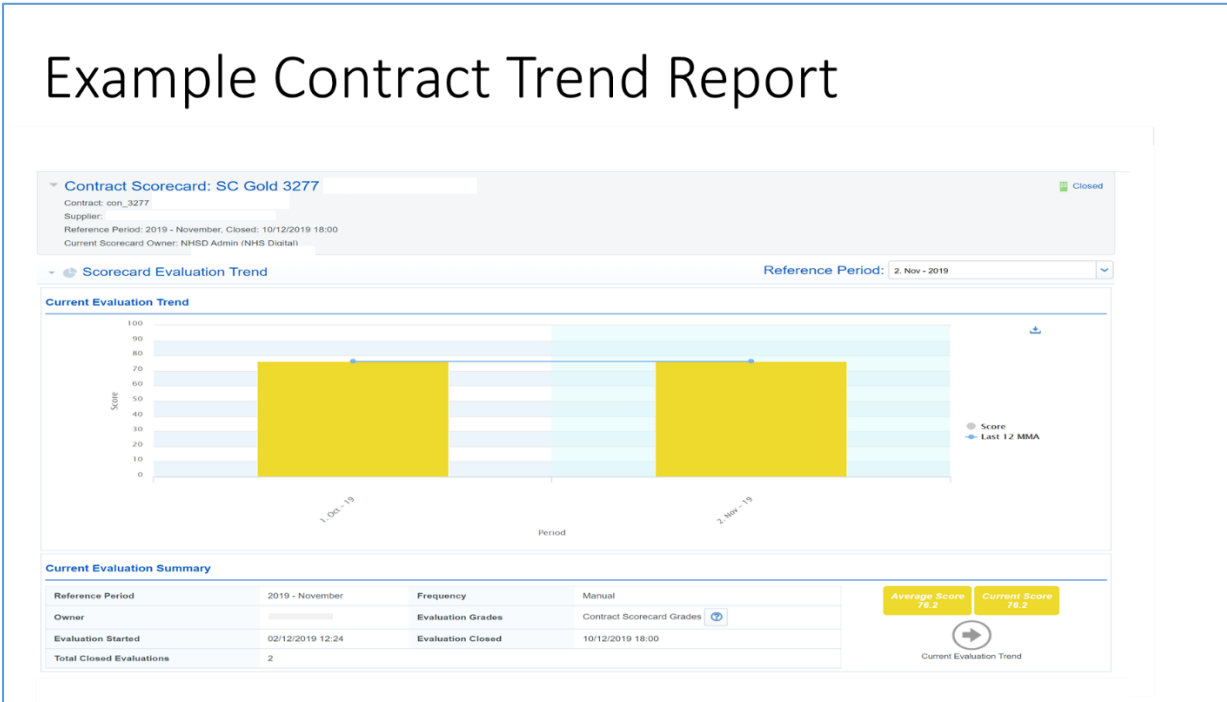
Example 2

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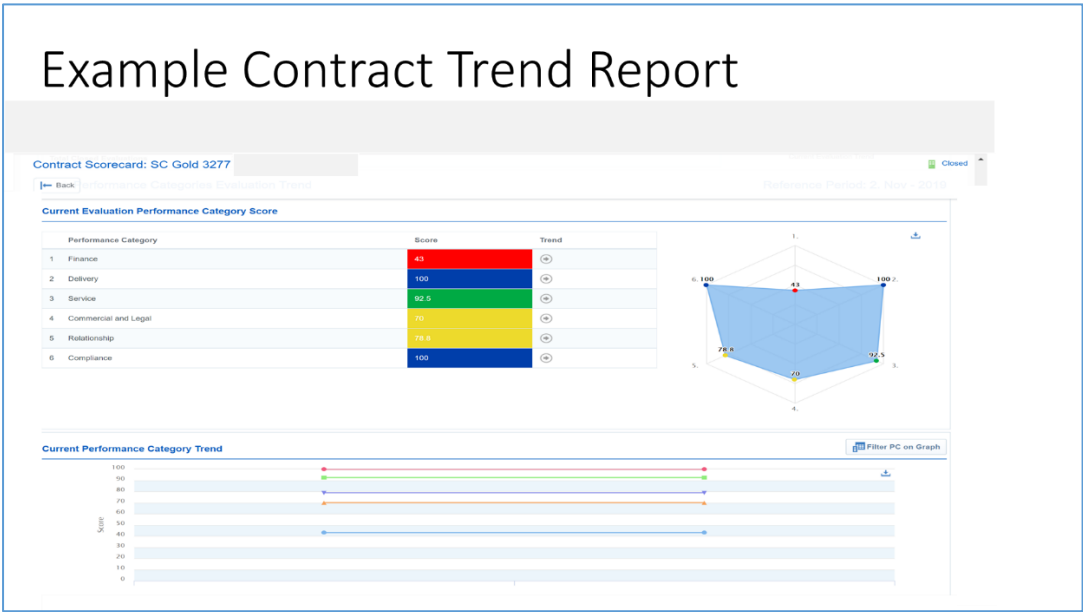
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Example 3



Example 4

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2. The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against key performance indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.
3. The recommended process for using the Balanced Scorecard is as follows:
- The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
 - On a pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
 - Following the initial rating, both Parties meet to review the scores and agree an overall final score for each key performance indicator
 - Following agreement of final scores, the process is repeated as per the agreed schedule.

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Annex 6: Contract Boards

Not Used

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Annex 7: Information to be provided on Invoice

The following information is required to be provided along with each invoice:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.1	Details of the reference for the Call-Off Contract.	All	with each invoice
1.2	Details of the reference of the Statement of Work. To include reference to Milestones.	All	with each invoice
1.3	Details of the reference of the Variation.	All	with each invoice
1.4	Unique invoice number.	All	with each invoice
1.5	Buyer Purchase Order number (allocated on a per Programme basis by the Buyer).	All	with each invoice
1.6	Date of invoice.	All	with each invoice
1.7	Portfolio reference and programme name.	All	with each invoice
1.8	The period(s) to which the relevant Charge(s) relate.	All	with each invoice
1.9	Details of payments due in respect of achievement of a milestone.	All	with each invoice
1.10	Details of any service credits or similar incentives that shall apply to the charges detailed on the invoice.	All	with each invoice
1.11	The total charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Buyer under the terms of this Call-Off Contract, and separately.	All	with each invoice
1.12	Any VAT or other sales tax payable in respect of the same.	All	with each invoice
1.13	A contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries.	All	with each invoice
1.14	The banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).	All	with each invoice
1.15	Detailed time sheets for any time and materials-based pricing, including unique individual identifier number (and same number to be used in all correspondence, reports, provision of information etc. in relation to Supplier's staff), and full name. To include description of type of work undertaken, role and Team description.	All	with each invoice
1.16	Copies of invoices including VAT information for any expenses-based disbursements and deductions.	All	with each invoice
1.17	Asset number/ Asset type, (hardware/software, perpetual licence or subscription) description and period covered of any purchased / licensed / leased items.	All	with each invoice
1.18	Where appropriate, details of user stories worked on by each individual.	Software Development services	with each invoice

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The information below offers an example of how various types of charges might be best detailed on an invoice:

Buyer Details				Supplier Details				
Buyer Details				Supplier Details				
Buyer Details				Supplier Details				
Buyer Details				Supplier Details				
				Invoice #		xxxxx		
				Invoice Date		xx/xx/xx		
				Purchase Order		xxxxxxxx		
Portfolio Ref (P0xxx/xx)		Programme Name						
SOW xxx	Variation (CCNxx)		SOW Title					
Milestone				xx		Period		xxxx
Deliverable	Reference #	Description of Work completed				Amount		
Deliverable	Reference #	Description of Work completed				Amount		
Deliverable	Reference #	Description of Work completed				Amount		
Deliverable	Reference #	Description of Work completed				Amount		
Team				Description		Period		xxxx
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)		Day Rate	Days	Amount	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)		Day Rate	Days	Amount	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)		Day Rate	Days	Amount	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)		Day Rate	Days	Amount	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)		Day Rate	Days	Amount	
Hardware				Period		xxxx		
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)		Amount			
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)		Amount			
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)		Amount			
Software License				Period		xxxx		
Product	Description	Perpetual/Subscription	Licence Period	From	To	# Users	Amount	
Product	Description	Perpetual/Subscription	Licence Period	From	To	# Users	Amount	
Product	Description	Perpetual/Subscription	Licence Period	From	To	# Users	Amount	
Expenses				Period		xxxx		
Name	Date Incurred	Type (Travel, Accomodation etc)	Description including Provider				Amount	
Name	Date Incurred	Type (Travel, Accomodation etc)	Description including Provider				Amount	
Credits				Period Applied		xxxx		
Description				Period Retates Too		Amount		
				Net Total		£XXX		
				VAT / Sales Tax		£XXX		
				Gross Total		£XXX		
Banking Details								
Account Name:								
Bank:								
Sort Code:								
Account No:								
IBAN Code:								
VAT Number:								
Supplier Finance Department								
Contact Name:								
Contact Number:								

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and

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"Upper Quartile"

in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the 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 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking**3.1 How benchmarking works**

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

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- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

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- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
 - (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
 - (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

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- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

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Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person 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 Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (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 Deliverables any person who has a Relevant Conviction or an inappropriate record.

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Annex 1 – Relevant Convictions

A conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a “**Relevant Conviction**”),

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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Definitions

Expression or Acronym	Definition
BA	Business Analysis
BARs	Booking and Referrals
CDDO	Central Digital and Data Office
CSO	Clinical Safety Officer
DOS	Directory of Services
DDAT	Digital, Data, and Technology Profession
DLS	Digital Learning Solutions
DUEC	Digital Urgent and Emergency Care
ED	Emergency Department
EBS	Electronic Booking Service
ECDS	Emergency Care Dataset
EDS	ED Streaming & Redirection tool
ED	Emergency Department
EPS	Electronic Prescription Service
FHiR	Fast Healthcare Interoperability Resources
HEE	Health Education England
(HSSI)	High Severity Service Incidents
ICB	Integrated Care Boards
ICS	Integrated Care Systems
IDT	Intelligent Data Tool
ITK	Interoperability Toolkit
IUCDS	Integrated Urgent Care Data Service
KPI	Key Performance Indicator
NHSD	NHS Digital
NHSE	NHS England
PaCCS	Pathways Clinical Consultation Support (Clinical module within Pathways system)
PAT	Pathways Authoring Tool
PDS	Personal Demographic Services
PEH	Patient Encounter History
PLMS	Pathways Learning Management System
RCS	Repeat Caller Service

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Expression Acronym	or	Definition
SCR		Summary Care Record
TA		Technical Architecture
VPAT		Visual Pathways Authoring Tool
UEC		Urgent and Emergency Care
SofS		Secretary of State

Call-Off Schedule 20 (Call-Off Specification)

1. Context

Background and Interpretation

Work with NHS England

In January 2023 NHSE and NHSD formally merged with HEE being incorporated in April 2023. The new NHS England will play a vital role in supporting the NHS, but it will be more focused on enabling and supporting change through an organisation that can speak with a single national voice, remove duplication and which models effective joint working. All with the aim that we become a more agile organisation that has the flexibility to respond quickly to changing demand, priorities and opportunities. This means being rigorous about the activity our new organisation undertakes.

From those structural changes NHS England responsibilities now include designing, delivering, and managing essential technology infrastructure, data and digital services, products, and standards that health and care professionals use every day to deliver better health and care outcomes.

From a technology perspective there remains the opportunity to continually improve existing and develop new digital services designed to meet the needs of our health and care professionals, patients and public. Services that offer simple and speedy access to the information and data that matters, whenever and wherever it is needed. Cost effective, sustainable solutions that improve investment value, accelerating the digital transformation of the NHS.

Further information can be obtained through the NHS England [website](#).

Transformation Directorate within NHS England

The Transformation Directorate plays a vital role enabling and supporting change throughout the NHS. The Transformation Directorate's mission is to enable the delivery of the best care and outcomes for the NHS and people that it serves, by improving population health and patient pathways, rapidly adopting effective

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technologies, building on insights from data and cutting-edge research, and by transforming the way that care is delivered. This mission will be achieved by working with a single voice, removing duplicative activities and have in place effective joint working with other Directorates, Portfolio Areas and the wider NHS health system. All with the aim that we become a more agile organisation that has flexibility to respond quickly to changing demand, priorities and opportunities.

Within the Transformation Directorate sit different Portfolio Areas, one of those being **Digital Urgent and Emergency Care (DUEC)** relating to this Call-Off Contract.

The work of DUEC

Urgent and emergency care services play a pivotal role in providing the care that people need. However, pressures on services have risen year on year. The governments 2023 Mandate to the NHS (Priority 3: deliver recovery through the use of data and technology, the first bullet point confirms the priority of 'ensuring innovative, safe and effective delivery of live services, following transfer of functions from NHS Digital') sets the broad strategy and priorities for the NHS which in part links to the recently published NHS UEC Recovery Plan. The "NHS UEC Recovery Plan" supports the recovery of urgent and emergency care services and sets out a number of ambitions to improve waiting times and patient experience. More details on the recovery plan can be obtain from the NHS England [website](#).

DUEC continues to play a vital role in supporting essential urgent and emergency care services, including front door services such as 999 and NHS 111 clinical decision support and our digital channel NHS 111 online, supported by our Directory of Services and Data products. Our work will support the NHS UEC Recovery Plan by helping people access the right care first time.

Consequently, Digital UEC systems are constantly evolving to meet the needs of the public including:

- Ensuring our digital products continue to be fully integrated into the UEC patient journey.
- Improving communication on waiting times.
- A better understanding on how to access the right care to avoid multiple handovers between services.
- Provide greater continuity of care so that they do not have to repeat their story as they go through the system.

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To achieve some of these ambitions the Digital Urgent and Emergency team is also working closely with other digital Portfolio Areas across the NHS England's Transformation Directorate.

Foremost among these is the Booking and Referral Service (BaRS) and other national Interoperability initiatives, helping ensure that people are not just directed to where they should go, but the venue knows when they are coming, has their records, and sees them quickly. This helps the NHS manage workflows in a more sustainable way that meets user-needs. Notably, BaRS is an important area of development for UEC however this is not directly within the remit of this Call-Off Contract.

Our DUEC Portfolio of Products and Services

DUEC products and services are used across all areas of UEC and integrate with other key digital channels and care settings in Primary and Secondary Care. Each Integrated Care Board (ICB) across England's contracted NHS Provider(s) have their own core systems for managing patients and their care. However, the end-to-end process is underpinned by a set of NHS England Transformation Portfolio Area products linking the patient journey across the system between digital channels and providers.

Whether it's a 999-call handler using NHS Pathways to safely and quickly assess what kind of care is needed, someone accessing 111 Online directly through their smartphone, or a clinician using the Directory of Services to find the right place for a patient to go, data and technology is powering many elements of urgent and emergency care in the NHS.

Our products are currently grouped into products delivery teams as follows:

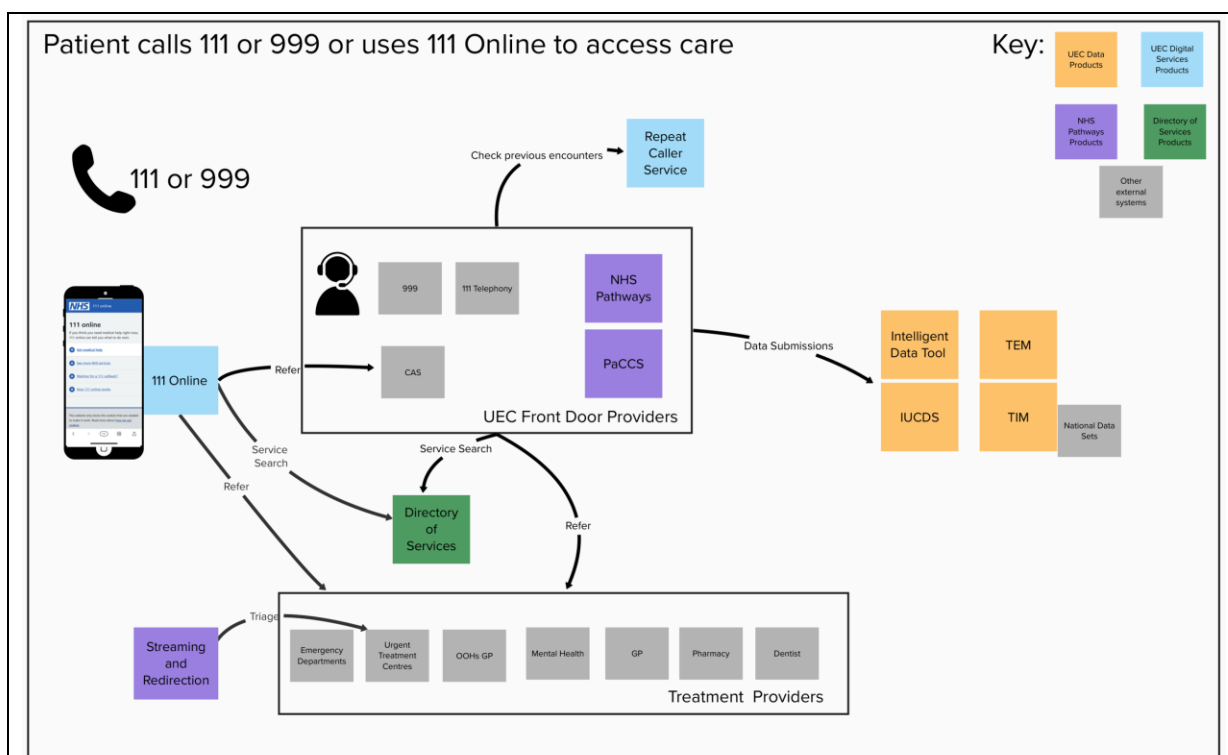
- **UEC Digital Services** – delivering 111 Online and the Repeat Caller Service;
- **NHS Pathways** – delivering a wide suite of products to support safe and effective triage;
- **Directory of Services** – a suite of products to help users find the right service to further assess and treat a patient;
- **UEC Data** – analysing outcomes to further improve patient triage and journeys; and
- **UEC Interoperability** – providing implementation standards and advice on interoperability across all systems used in UEC.

The following diagram shows the *key* areas where our products are used in UEC settings across a patient journey:

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Each of these areas is described in more detail below. The scope of this work is to support our delivery of these live products and any future new product development required to enhance UEC service delivery. Note that only the main products are shown in this diagram, and each product area maintains a number of products and services.

Overview of the requirement:

This Call-Off Contract is to primarily support the continuous iteration activities of the Digital Urgent and Emergency team. The continuous iteration activities focus on all products and services under the umbrella of Digital Urgent and Emergency Care. The Call-Off Contract may also by exception, when required, span some elements of digital transformation activities across all delivery teams.

DUEC team overview:

The individual teams will determine the resources and requirements needed to deliver the outcomes for each product and service area. The Supplier will provide support to deliver outcomes defined by each team. Here is a summary of the individual product teams products and services: -

(i) UEC Digital Services Team (UECDS)

UEC Digital Services includes NHS 111 online (platinum live service) and the Repeat Caller Service which underpins the NHS 111-telephony service. NHS 111 online is working with the National Digital Channels portfolio area and is supporting the Mobile

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First initiative. UEC DS currently works in multi-disciplinary, product-focussed teams, made up of squads and a data team.

NHS 111 Online:

NHS 111 can be accessed on the phone or online. People can use it find out how to get the right healthcare in their area, including whether they need to see a General Practitioner or seek urgent care, or how to find self-care information.

111 Online is a fast and convenient alternative to the 111 phoneline and provides an option for people to access the service digitally.

People can use the service to get help, advice, and direction about where to go if they have an urgent health care need. They can find out how to get the right healthcare in their area, including whether they need to see a General Practitioner or seek urgent care, or access self-care information.

Last year, over 6 million journeys were made through 111 Online. A call back from a health professional is available if they need it, and in some areas the service can also be used to book a time slot at an emergency treatment centre.

111 online service is accessible through the NHS App, and we are working to integrate these services ever more closely.

Repeat Caller Service:

RCS is a background system that checks all incoming calls to the NHS 111 telephony service and provides an alert if the patient has called more than 3 times in 72 hours. This provides clinical assurance and is a fundamental component to the NHS 111 clinical safety case.

(ii) NHS Pathways Team

NHS Pathways is a suite of 18 products used in Urgent and Emergency care settings. An overview of all the products can be explored in the NHS Pathways product catalogue in Annex 4 - NHS Pathways Product Catalogue. Notably this document is a live document and maybe subject to change.

The main product is the NHS Pathways clinical decision support system which is an interlinked series of algorithms, or pathways, that link clinical questions and care advice, leading to clinical endpoints. There are over 800 interlinked pathways and thousands of questions, which cater for a patients age and sex.

It is used over the telephone to support non-clinical call handlers in directing callers to the most appropriate level of care for the care needs of the patient at the time of the call. It does not seek to diagnose patients but assesses symptoms to direct them to the most appropriate care setting for further assessment where required. NHS

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Pathways content also 'powers' NHS 111 online and a product which streams and redirects patients who arrive at Emergency Departments.

It is used by all NHS 111 telephone service providers in England, and approximately half of 999 Ambulance service providers. It currently supports the remote assessment of over 22 million triages per year. It is also used by clinicians to support their assessments.

Technical and development support for the NHS Pathways is provided by a blend of permanent staff and Supplier resources.

(iii) Directory of Services (DoS) Team

The DoS is a central directory, introduced in 2011, and contains information on a wide range of health and care services across England such as availability, capacity information, referral protocols, opening hours, bypass numbers, etc.

Available 24/7, 365 days a year the DoS is a core part of the Urgent & Emergency Care system workflow responsible for determining the most appropriate, lowest acuity service for a patient to be referred to following a clinical triage, considering things such as time of day, service capacity and commissioner requirements.

Using the 'endpoint' information held within DoS, referring services can send patient details onto the receiving service. The DoS can also support direct booking into services such as General Practice services, UTCs and EDs.

Primarily the DoS is used by NHS 111 Integrated Urgent Care (telephony and 111 Online); however, 999 control rooms, ambulance crews and others also use the system.

Every year, the DoS processes around 70 million searches - 17m 111 Online, 35.5m NHS 111 telephony and 18m by other users.

The DoS Programme also contains two additional products, NHS Profile Manager and NHS Service Finder.

NHS Profile Manager:

A live national product that allows providers of healthcare services to directly update their information, e.g., opening times, on NHS.uk and DoS. For DoS this is currently live and supporting all Pharmacies across England ensuring correct information is available to all consumers of DoS which in turn ensures patients are directed to the right service to meet their needs. Work is underway to extend NHS Profile Manager to additional cohorts including dental, general practice and optometry.

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NHS Service Finder:

A live national product used by over 60,000 healthcare professionals across England, with numbers increasing each week. Utilising data from the Directory of Services and NHS.uk it is a fast way to access accurate, real-time information to help signpost patients to the most appropriate services and to reduce conveyances to Emergency Departments.

NHS Service Finder information includes non-public telephone numbers and instructions about who is eligible for services and how to refer a patient. Maps and directions to the services are also available and it includes the facility to email service information directly to patients.

(iv) UEC Data Team

UEC Data team brings together data/information from different services to tell the story of how our Urgent and Emergency Care system works.

Several data products have been developed to help us to support UEC live services.

The overview of these products:

- Linked Assets - linking up data from national data sources and the outcome of a UEC triage so we can better understand the patient journey.
- The Triage Internal Metrics (TIM) tool gives NHS Pathways clinicians 24-hour access to metrics about patient outcomes following an NHS Pathways triage to support their decision-making.
- Alongside TIM there is a Queries Service which uses outcome-based data analysed by data experts to help clinicians to assess and evaluate changes to the system, to make sure they are as safe and efficient as possible.
- The Triage External Metrics (TEM) interactive dashboards provide insights into patient journeys across UEC, to help commissioners and providers plan and run services.

(v) UEC Interoperability Team

Provider systems use a significant number of Interoperability standards and APIs. The UEC Interoperability team support the implementation and use of all APIs and cross system integrations.

The work done by this team depends on the category of interoperability standards being implemented as follows:

- Digital UEC Product APIs are delivered and managed by each Product Team area who own the API. These APIs are delivered to our provider community to access our products, e.g., we provide a number of APIs to search the DOS, and an API to submit case information to RCS.

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- Digital UEC Product direct use of external APIs which are delivered and managed by each Product Team who use the API, e.g., 111 Online calling PDS to determine a patient's NHS number.
- Digital UEC defined APIs are there to support the patient journey between provider systems. These are standards and APIs defined by NHS England for the explicit support of the UEC journeys and maintained by the UEC Interoperability team. For example, the ITK2 (Interoperability Toolkit) 111 Domain Messaging used for referrals from UEC settings to onward treatment services. The UEC Interoperability Team maintain the standards and provide support to Suppliers on implementation.
- Use of externally provided APIs - provide occasional ad-hoc support to Providers and their system suppliers.
Providers use of APIs and standards are wider than just UEC delivery. For example, accessing EPS (Electronic Prescription Service), PDS (Personal Demographic Service), SCR (Summary Care Record) and BaRS (Booking and Referral Service).
The delivery and maintenance of these standards is outside of the remit of this contract as they are NHS-wide. The UEC Interoperability team, however, do support implementation of these standards where required with our supplier community.

2. Scope

Service Provisions

This Call-Off Contract is to support the delivery of the Buyers outcomes related to the effective and efficient operation of Urgent and Emergency Care which includes delivery, development, engineering, architecture, analysis, run/maintain and live functions.

This includes supporting the day-to-day run and maintain and some elements of transformation of UEC. In order to do this the following digital services are within scope:

- DevOps Services

Support for ongoing live services.

- Digital Definition Services

Either separately or combined CDDO Discovery (as extended under Extended Discovery) and /or Alpha phases.

- Build and Transition Services

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Either separately combining CDDO Beta phase and/or Retirement phases (including transition to Live).

- End-to-End Development Services

The ability to combine the full set of CDDO agile phases of Discovery through to Live.

- Data Management (and similar) Services

Primarily targeted at building, enhancing, and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets.

Examples of services within the scope of this Call-Off Contract includes:

- Day-to-day operations including on-going maintenance.
- Discovery work, proof of concepts and other technical validation and operational viability work as a precursor to larger change work being undertaken. As well as enhancing the live environment by improving the current product builds, this may also require the build of a completely new product from discovery right through to deploying into live.
- Development and delivery of new features into live service. The Supplier will be responsible for delivering ongoing changes, new features and functionality as prioritised on the product backlog.
- Continuous improvement of the service to manage technical debt, or introduce innovative technical solutions to improve the live service non-functional areas such as performance, cost or serviceability. These items would be included on the product backlog. The Bidder would be expected to provide innovative expertise in this area to propose options for change.

Transition and Exit

This Call-Off Contract will include any activity associated with a handover of the contract from the incumbent supplier and any sub-contractors of third-party providers to the new Supplier (if Supplier is different) and any exit requirements.

Contingency Transformation requirements:

The focus of this contract will be continuous iteration delivery however there will also be a requirement for the Supplier to work on transformational requirements when requested to do so. The Supplier for this Call-Off Contract may be required to support delivery of transformation within a blended multi-disciplinary team which may involve working with third-party supplier(s) as well as NHS England staff.

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As per Framework Schedule 1 (Specification) para 13.2 the Supplier is required to assist the Buyer in supporting the interoperability of its systems. This includes, when requested, working on systems and deliverables outside the scope of this Call-Off Contract in circumstances in which the Supplier's skills, experience and knowledge will support the Buyer in the delivery of its wider business objectives. This may include (but is not limited) to the following activities (as described in Framework Schedule 1 (Specification) para 13.2.2):

- supporting service queries, requests, incident resolution;
- other development, test, assurance, and operation activities; and

knowledge sharing and skillset transfer between teams (including Buyer teams and other suppliers.

2.1. Geographical Scope

2.1.1. Target Geography

Limited to the entirety of England, however in some circumstances may be extended to the other three nations within the United Kingdom.

2.1.2. Delivery Geography

NHS England utilises a hybrid approach combining office-based and remote working. There are three main office locations Leeds, Exeter and London. In the main the work will be working remotely (~80%), with regular in-person team meetings and workshops involving national travel (~20%). This will be pre-determined in the individual SOWs.

The most adopted approach to working is in a hybrid way and what is critical in using that method is that all colleagues working on the development and delivery of outcomes listed in this schedule work together in ways which maximise effectiveness, efficiency, innovation, and delivery velocity. How they collaborate, communicate, coordinate, and come together e.g., on joint development tasks, to share knowledge and experience and via ceremonies such as stand ups and retrospectives is therefore very important. The Supplier should have extensive experience of successfully working in Agile product teams.

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Location	National (outside Greater and Central London)	London (within Greater and Central London)	Leeds	Exeter	National Home
Main Location	Y	Y	Y	Y	Y
Additional Location(s)	Y	Y	Y	Y	Y

2.1.3. Organisational Scope

The digital UEC continuous iteration delivery teams are responsible for the running, maintenance and continuous iteration and development of existing products and services as well as delivery of transformational aspects. This responsibility includes safe, effective, and efficient development and operation of critical UEC products and services listed in the call-off order.

The Supplier will support all activities aligned to the following continuous iteration delivery team product and service areas:

UEC Digital Services Team Products

- NHS 111 online Product
- Repeat Caller Service Product

NHS Pathways Team suite of Products

- An overview of all the products can be explored in the NHS Pathways product catalogue in the attached as Annex 4.

DoS Team Products

- DoS Product
- NHS Profile Manager / DoS Data Integration Product
- NHS Service Finder Product

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UEC Data Team Products

- Triage Internal Metrics (TIM) Product
- Queries Service
- Triage External Metric (TEM) Products
- Advanced Analytics
- Publications

The list above is not exhaustive, as this may be open to more products being developed or otherwise during the period of work with the Supplier.

An example of where Digital UEC teams work on other products which closely relate to DUEC are the Booking and Referrals Standards (BaRS), Mobile First and work on Pharmacy initiatives.

The DUEC team will work with the Supplier as a blended team working closely with other product teams across NHS England. The team also works closely with the Integrated Urgent Care policy team, and other key stakeholders involved in our work.

The Supplier organisation's staff, as required in the SoWs and pricing schedule, will be involved in supporting the delivery of these products and services within the "continuous iteration delivery" teams and some elements of transformational delivery.

- Continuous iteration delivery is the day-to-day updates that form part of normal business operations from all products aligned to Digital UEC. This will mean as a priority, running those live services and playing a vital role in resolving incidents aligned to agreed service levels.
- This may include things like making changes to product functionality, updating existing content, responding to bugs and issues within the software, and maintenance activities such as checking logs or reviewing access rights.
- Transformative work will differ from continuous iteration delivery, as the work needed will be larger pieces of strategic development work, and usually disruptive to normal operations. This contrasts to continuous iteration delivery which focuses on running the live services, their maintenance and ongoing iterative improvement and optimisation of live service products.
- The sub-teams within DUEC will direct the Supplier's staff through the statement of works (SOW).

Our ways of working support the recommendations of the Wade-Gery review and those in the wider NHSE Transformation Directorate. These have been characterised as four key aspects of product mindset:

Delivering the right thing: To have a clear evidence-based understanding of the outcomes that products should achieve (and avoid) for users, and to continuously monitor product success, review priorities and evaluate new opportunities in terms

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of those real-world outcomes to ensure we're delivering the right thing, in the right order.

Empowered Teams: Managing products through multi-disciplinary teams who are empowered to continuously make the changes that deliver the most value for users (rather than through discrete, self-contained change products or solution-led initiatives).

Continuously improving: Emphasises continuous, collective learning about users within teams - using a mix of qualitative and quantitative methods to understand users, their needs and the context in which they use our products, rapid iterative change where possible, regularly testing assumption and using that insight to inform priorities for future product development.

Understanding user needs: Using user-centred design practices to ensure our products and services are useful, usable, accessible and equitable to the users to ultimately deliver the desired outcomes.

2.2. End Users

2.2.1. Target Sectors

Target Sectors details are contained in Annex 1
Additional Sectors added to this schedule:
Digital Urgent and Emergency Care (DUEC).

For the purpose of applying for this Call-Off Contract the Supplier's experience of working within the healthcare sector is not essential, although exposure to Urgent and Emergency, e.g., Ambulance Trust, will be advantageous in awarding the Call-Off Contract.

Annex 1

2.2.2. Target Users

There are a variety of target users across DUEC who use our products, which range from healthcare professionals (e.g., Paramedics, NHS 111 Clinical Leads, General Practitioners etc), Health Advisors, patients, operational, technical and policy colleagues.

Specified target users for each product are set out below:

UEC Digital Services Team Products

- 111 Online Product

The general public in England access NHS 111 Online via www.111.nhs.uk

- Repeat Caller Service Product (RCS)

NHS 111 telephony Health Advisors and clinicians use the RCS product in their operational processes.

NHS Pathways Programme suite of Products

- NHS Pathways products used by Health Advisors (non-clinical staff), coaches and trainers and clinically trained staff who use NHS Pathways clinical decision support system (CDSS) algorithms to support patients who call NHS 111 and 999. This group also use some of the other products in the NHS Pathways suite including Solo / Pathways Web, the Digital Learning Solution tool (DLS), the Intelligent Data Tool (IDT) and others.
- Streaming & Redirection - used by the public on arrival at Emergency Departments (ED), using the product with minimal assistance or guidance to be triaged into the ED or safely re-directed away from the ED to other more appropriate places to receive care e.g. Pharmacy, GP or self-care.

DoS Team Products

- Most users of the DoS and its related products (NHS Profile Manager and NHS Service Finder) are health care professionals or health advisors wanting to identify the most appropriate service for their patient(s).
- However, as the DoS offers several APIs allowing third parties to access the information held on DoS, there are a limited number of highly technical users.

UEC Data Team Products

- Triage Internal Metrics (TIM) Product and the Queries Service are internally facing products, so users are generally clinicians supporting the iterative development of NHS Pathways working in NHS England
- Triage External Metric (TEM) Product dashboards users are typically as follows:
 - TEM DoS Dashboard – Users are Directory of Service leads positioned both nationally and locally, and the policy directorate.
 - TEM 111 Provider Dashboard Product – Users are operational and technical leads within a 111-service provider, as well as Regional and National leads within NHS England.
 - TEM Streaming & Redirection Dashboard Product - Users are operational and technical leads within an Acute Trust and their commissioners.
 - TEM Commissioner Dashboard Product – Users are operational and technical leads within an Integrated Care Board (ICB), as well as Regional and National leads within NHS England.
- Advanced Analytics – Predominantly used by NHS England as well as the wider NHS system, specific users still to be firmly identified as this product is still under development.

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- Publications – Predominantly used by the wider NHS system, academia and potentially public consumption, although specific users are still to be firmly identified as this product is in the initial phases of development.

2.3. Stakeholders

The key stakeholders for all Product across Digital Urgent and Emergency Care that are frequently engaged are:

- Urgent and Emergency Care settings
 - NHS 111 Providers, ([NHS England » NHS 111](#));
 - 999 Ambulance Providers.
 - Clinical Assessment Service (CAS) Providers.
 - Trusts - Emergency Departments;
 - Urgent Treatment Centres (UTCs) ([NHS England » Urgent treatment centres](#));
 - Same Day Emergency Care (SDEC) ([NHS England » Same day emergency care](#));
 - CCIOs (Chief Clinical Information Officer, CIOs (Chief Information Officer), CTOs (Chief Technology Officer);
 - Digital leads in STPs and ICSs;
 - Cyber security leads;
 - Influential non-tech leaders (CEOs, board chairs, directors);
 - Any clinical, frontline employees with an interest in digital;
 - Trusts (NHS and independent sector);
 - Patient engagement forums (e.g., NHSE DUEC Patient and Public Voice Group)
 - Direct engagement with the Medical Royal Colleges and NHS trusts via the National Clinical Assurance Group (NCAG);
 - Patients/Public – using our patient facing products.
- Health and social care professionals, committees, and networks, e.g. Royal Colleges (General Practitioners and Pharmaceuticals), Local Medical Committees, Primary Care Networks, British Medical Association (BMA)
- Ministers responsible for health, social care and spending policies and priorities;
- NHS England IUC policy team;
- NHS England Information Governance teams to support rigorous IG assurance including keeping DPIA documents up to date;
- System Suppliers.

To a lesser extent the other stakeholders frequently engaged are:

- Health service providers (e.g., secondary care, primary care, community care and social care);
- Integrated Care Boards (ICB) / commissioners;
- Department of Health and Social Care and arms-length bodies;
- Central Digital and Data Office who are responsible for the adoption of CDDO agile delivery approach and standards;
- Academia.

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The engagement with all stakeholders is conducted in a collaborative and constructive way. User centred design colleagues (user researchers, service designers, interaction content designers) are embedded within our continuous iterative delivery teams and involve as many of the wider team to assist with/observe user research to have exposure to real users.

Key stakeholders are consulted and kept up to date through existing governance meetings within DUEC and well-established routes within the product teams. Digital UEC hold regular show and tells and attend regular showcase events with all stakeholders to keep up to date on progress and to gain feedback.

The Supplier will not be solely responsible for establishing additional engagement forums with key stakeholders, although may be requested to organise or support specific events associated with engagement with wider stakeholders as part of establishing each service in scope.

2.4. Timing Scope

This Call-Off Contract is dependent on funding being agreed for the period of its duration, which in turn may be impacted by government, departmental and organisational priorities. Funding is requested on a yearly basis and approved by the NHS England finance team.

The contract term is 3 years (36 months), the contract will have an option to extend for a further 12 months.

All Buyer products and services within scope of this Call-Off Contract are expected to remain in place for the full contract term, although note that during this period it is expected that the Directory of Services (DoS) will transfer to a new platform, run/maintain/continuous iteration of the DoS on the new platform remains in scope of this Call-Off Contract.

NHS Pathways and UEC Data will also be undertaking significant transformation during this period, run/maintain/continuous iteration of both NHS Pathways and UEC Data on the transformed service remains in scope of this Call-Off Contract.

There are roadmaps for each of our products however these are constantly changing through agile delivery. If the prospective supplier would like to see these roadmaps, they can be provided through a formal request via the messaging system on NHSE's Atamis e-sourcing system..

2.5. Life-Cycle Scope

Delivery follows the Central Data Digital Office (CDDO) agile approach as detailed in the CDDO Service Manual ([Service Standard - Service Manual - GOV.UK](#))

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(www.gov.uk) and the Agile principles, tools and governance to manage the work ([Agile delivery - Service Manual - GOV.UK \(www.gov.uk\)](#)).

This Call-Off Contract is predominantly focused on the ongoing running, maintaining and continuous iteration of the existing live services and products noted above.

Working with the Supplier and appropriate stakeholders, the Buyer will select appropriate items from its prioritised backlog for development and live deployment by its DevOps team. These decisions led by the Buyers Head of Product/Product Owners will be based on priority, capacity and value. These changes will have to conform with the Buyers change and release management process which will be agreed as part of the contract management initiation. Once implemented will fall within the individual Product DevOps team run, maintain and continuous iteration responsibilities. As such, the Supplier will have accountability for providing a DevOps capability for the delivery of all Digital UEC products.

During the delivery and prioritisation of work, new requirements could be introduced from discussions with the Secretary of State, with our Policy Directorate, user feedback or feedback from the internal product teams. Any new requirements will need to be impact assessed in the context of the backlog priorities and wider Digital UEC Strategic Roadmap. These new pieces of work may require the Supplier to take a lead role in discovery work, proof of concepts and other technical validation and operational viability work as a precursor to any larger change work introduced.

On occasion it may be necessary to engage in transformational delivery of larger functionality and/or new products that will also require full end to end delivery.

For the continuous iteration delivery there will be no need of handover or exit transition until the end of the Call-Off Contract period. All products continue to be iterated and improved through the multi-disciplinary teams.

SOW's will be created to detail specific pieces of work when required and to identify the agreed deliverables, outputs and outcomes that the Supplier will be involved in delivering.

In the linked file is a summary of the phases for the Continuous Iteration Delivery products, attached as Annex 5: Call-Off Schedule 20 - Life-Cycle Scope – Product. Table

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2.6. Technical Scope

2.6.1. Core Technical Capabilities

<p>All relevant code written for the NHS services is required to be developed in line with open-source principles and CDDO standards. The Supplier shall deliver a development capability that is compliant with Central Digital and Data Office standards (https://www.gov.uk/service-manual).</p> <p>The Supplier is required to keep up to date with the latest advancements in software engineering (particularly the open-source technologies) and should proactively innovate by utilising the newly discovered technologies, techniques, platforms, frameworks and tools, in order to enhance and simplify the development and maintenance of systems they are developing.</p> <p>Here is an overview of specific core technical requirements by each of the DUEC teams:</p> <p>UEC Digital Services team</p> <p>NHS 111 Online:</p> <p>Support for ongoing maintenance and development enhancements to existing microservice applications that make up NHS 111 Online. The microservices are developed in a variety of .NET framework versions. There are elements of Java for some additional services managed by NHS 111 Online.</p> <p>NHS 111 Online runs on Microsoft Azure Web Apps and other core Azure Web Apps and other core Azure technologies such as Microsoft SQL Server and Azure storage. Azure infrastructure is managed as infrastructure-as-code using Terraform v0.14.7 upwards.</p> <p>To test the service NHS 111 Online uses various technologies such as Selenium, Specflow, Axe, AngleSharp and BrowserStack.</p> <p>The service uses Microsoft DevOps as a source code repository and its build, deploy and test platform.</p> <p>https://digital.nhs.uk/services/nhs-111-online</p> <p>Repeat Caller Service:</p>	<p>Annex 2</p>
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Support for ongoing maintenance and development enhancements to the Repeat Caller Service (RCS). RCS has been developed in .NET Core and deployed as a container to the platform.

RCS runs on Microsoft Azure using Azure Virtual Machines and other core Azure technologies such as Microsoft SQL Server and Azure storage. Azure infrastructure is managed as infrastructure-as-code using Terraform v1.0.5 upwards.

The service uses Microsoft DevOps as a source code repository and its build, deploy and test platform.

<https://digital.nhs.uk/services/repeat-caller-service>

NHS Pathways Suite of Products

NHS Pathways have built several websites, web services and windows applications. All run-on C# .Net and SQL. Currently hosted on on-prem virtual instances, but work is beginning on migration to AWS.

Directory of Services team:

DoS:

Support for on-going maintenance and development enhancements to existing monolithic service, the core of which is PHP (PHP-8 for the UI tier, PHP-7 for the API tier). The core part of the service is deployed onto an AWS managed EKS cluster via Kubernetes deployment, which involves the containerisation (via Docker) of the service components. Core service infrastructure is managed and configured via Terraform (v0.13.7) and spun up using AWS as the cloud provider. Aurora Postgres 14.5 is used at the data tier level, with ElastiCache used for session caches.

Parts of the service (mainly service updates) run on serverless AWS technologies such as Lambda (Python variant) or as Kubernetes jobs that are deployed and executed on an ad-hoc basis. More regular running jobs are configured as Kubernetes cron jobs which run on the EKS cluster.

Selenium is used for UI testing, Curls and Postman calls are used for API, Rest Assured is also used. For performance testing Neoload is used.

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All deployment, build, test pipelines are configured and managed using Jenkins. Source code is managed in GitLab.

DoS Integration / NHS Profile Manager:

DoS Integration (DI) is a lightweight single user API used for aligning and updating medical services in one platform with those in another. Due to the nature of the information being updated the solution makes best efforts to update services in the destination system (DoS) in real-time, without overloading it. The traffic shape of the application fluctuates with demand with times of intense load around certain times of day and certain times of year, with request being over a quarter million per year, resulting over one million updates to DoS (destination system).

AWS is the platform DI is built on and it's architected to be a serverless application that use Lambdas, SQS, DynamoDB, and API Gateway. This all managed using CI/CD AWS tools such as CloudFormation, CodePipeline and CodeBuild. Deployment is done through the use of Terraform and GNU Make is used heavily across the project for building, deploying, and managing the application. The core application logic used in the Lambdas is written in Python.

NHS Service Finder:

NHS Service Finder is an independent application that draws NHS service information from the UEC Directory of Services and stores the data in its own data stores. When requested, the application provides the stored information to the user.

The application is hosted on the AWS platform and utilizes various cloud components such as AWS Cognito, DynamoDB, RDS, EKS, EC2, Opensearch/Elasticsearch, and Lambda functions. The backend of the application is built using the Java framework Spring Boot, while the front end is built using ReactJS.

UEC Data team:**Triage Internal Metric (TIM):**

Triage Internal Metrics consists of TIM Repository and TIM self-service tool. The latter has the following structural components: STR (Structure), DAT(Data), MET (Metrics) and VIS (Visualisation). TIM is currently virtually hosted on the on-premises data centre and the options are being considered for re-platforming.

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Triage External Metric (TEM):

TEM is a suite of dashboards populated by LDA (linked 111 NHS Pathways and secondary care data (ECDS (Emergency Care Data Set and HES (Hospital Episode Statistics).

TEM product is based on Microsoft Power BI and this represents the primary technology on which the TEM product is based. TEM leverages NHS Digital's Power BI Premium SaaS subscription which is hosted within Microsoft's UK South data centre. Whilst Power BI premium represents the subscribed product there are several lower-level services, or features, that TEM uses:

Workspaces - Workspaces are logical containers for other Power BI components such as dashboards, reports and datasets.

Dashboards - is a single canvas that is created that contains several tiles or widgets, each tile is pinned from a report or visualisation.

Reports - A report is one or more pages of visualisations such as line charts, maps, and tree maps. All visualisations in a report come from a single dataset.

TEM uses deployment pipelines to promote new versions of the dashboards from the test to live workspace.

Integrated Urgent Care Data System (IUCDS):

IUCDS solution uses both aggregated level data from 111 and 119 providers and record -level telephony data from Vodafone.

The Vodafone data is received via MESH and 111 and 119 data is received via a mix of secure email and SDCS and SEFT.

The data is landed on AWS, where it is verified, validated and pseudonymised, where necessary. The pseudonymisation happens in the In-memory data store, so it is never saved in raw data format.

Any data errors result in the request of data being resent by the suppliers. Valid data is transferred into Splunk's SaaS and then processed to produce various analytical outputs (SQL queries, reports and dashboards)

Technology layer is AWS UK host, Splunk cloud services, Splunk Enterprise v.8, Python v3.7 and Ubuntu v.18.

Interoperability

DUEC and with wider transformation directorate follow interoperability published standards and NHS England policies on APIs as defined in the standards section. All APIs are published here in the [API catalogue - NHS Digital](#)

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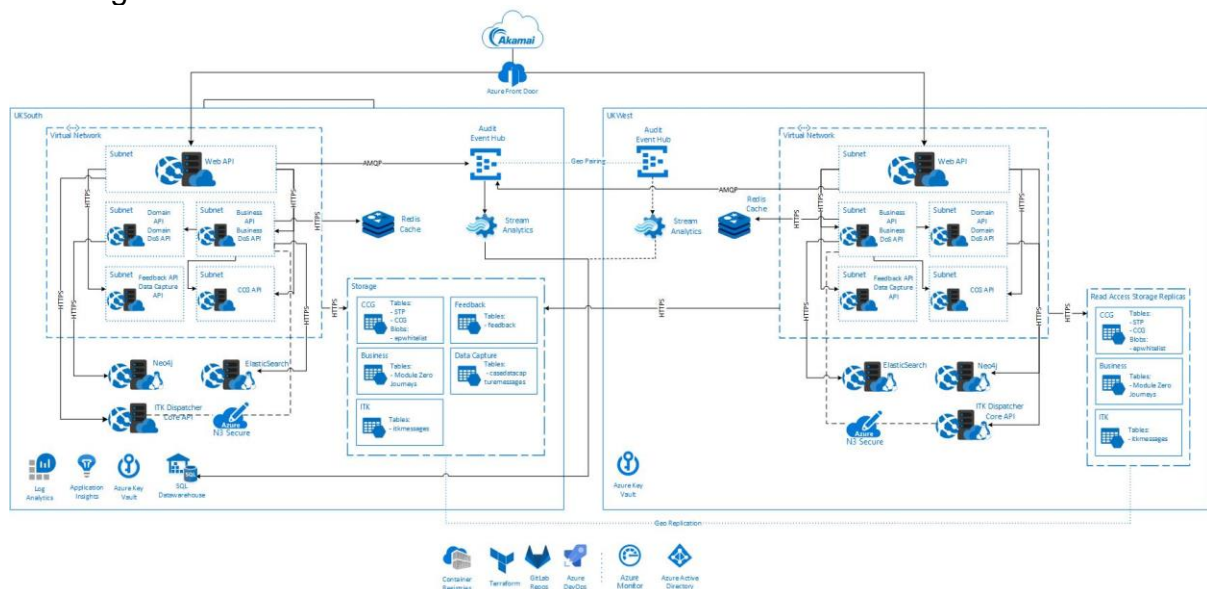
There is no specific technology use in these constraining delivery, however new Interoperability services need to follow policies e.g., use of FHIR UK Core - NHS Digital.

2.6.2. Diagram of the Technical Scope

The additional diagrams in this section provide builds on the initial context diagram of “Patient calls 111 or 999 or uses 111 online to access care, explained in section 1 (context).

111 online Technical Scope

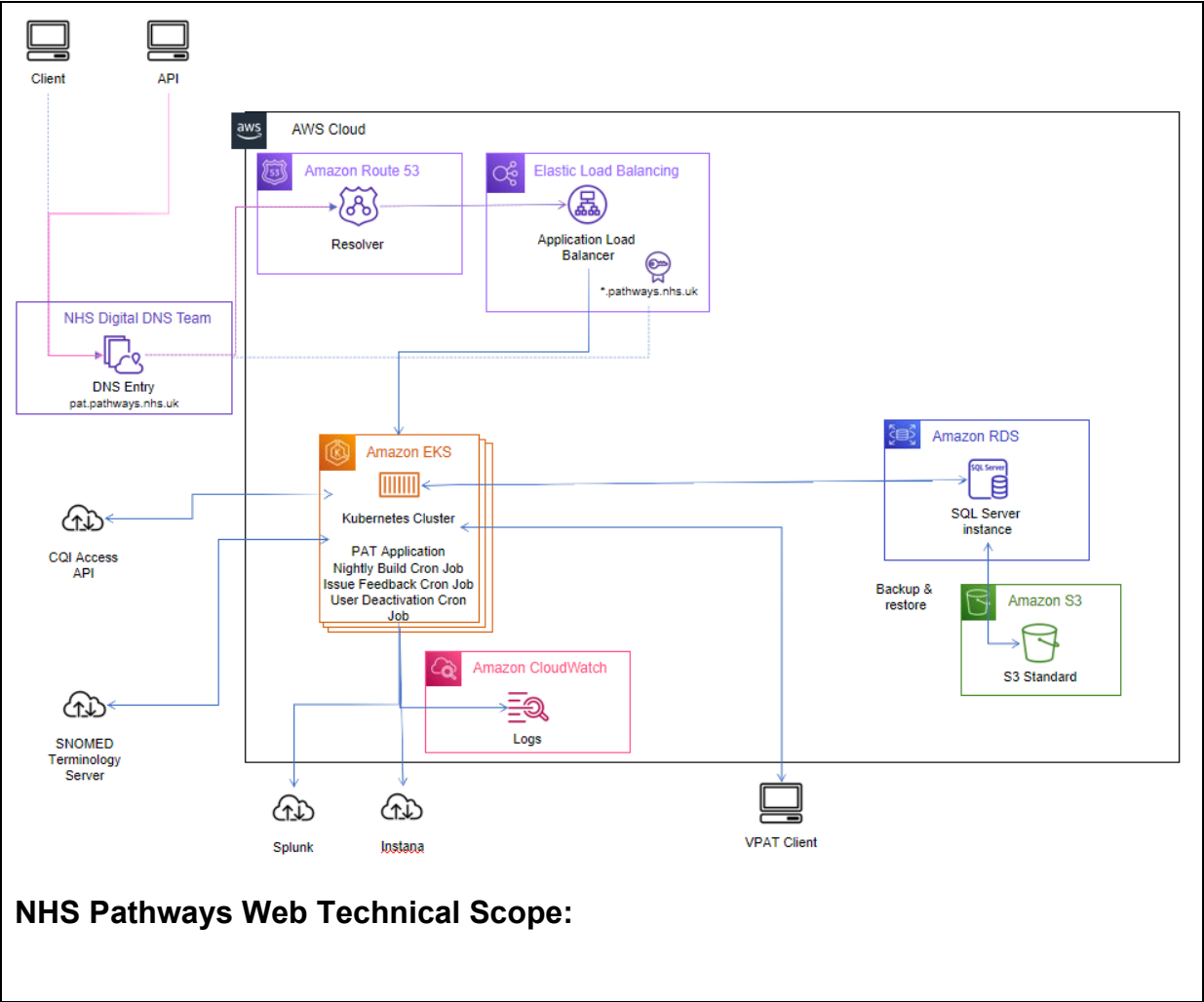
111 online is hosted on Azure and uses several technical components as shown in this diagram:



NHS Pathways Authoring tools Technical Scope:

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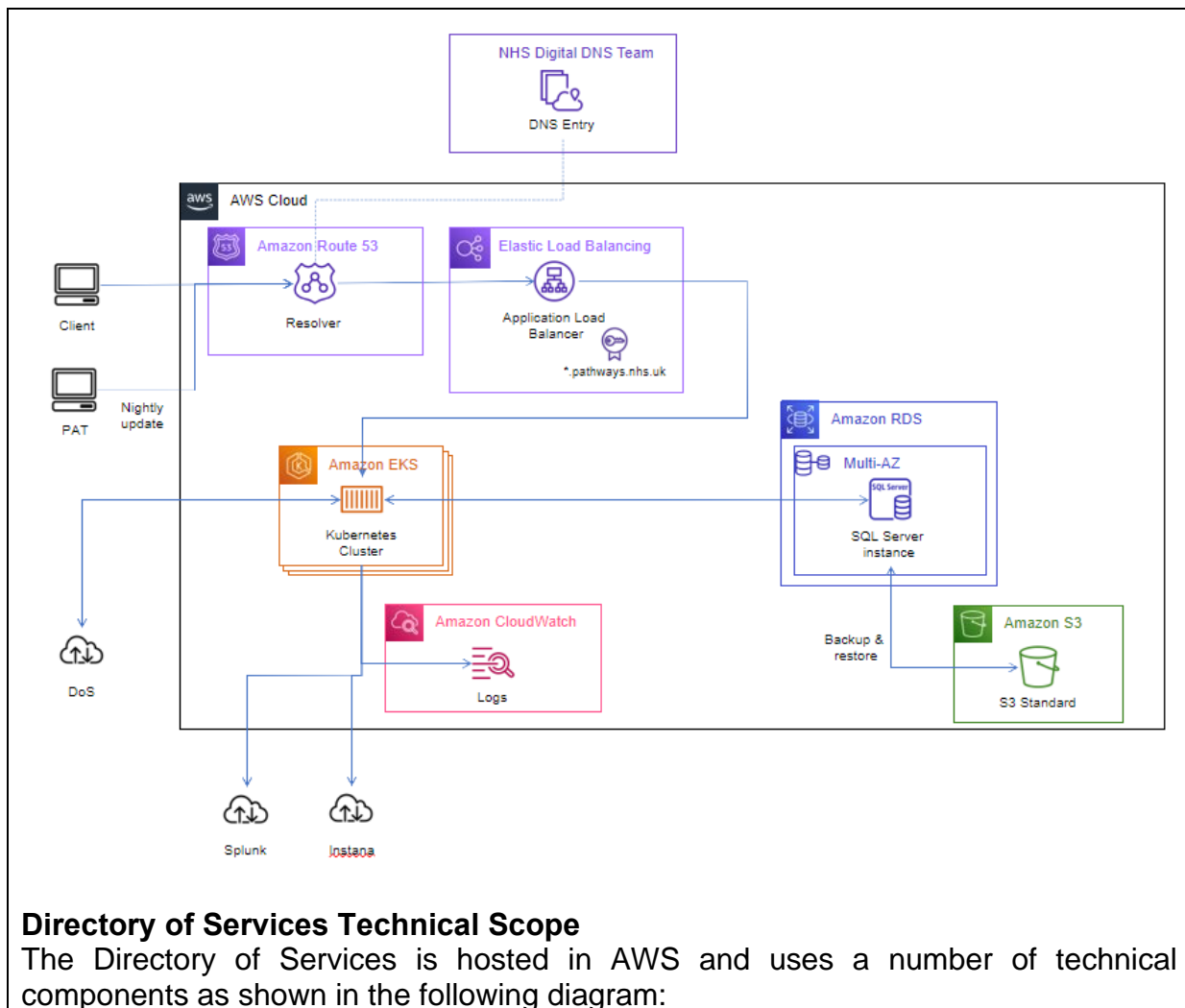


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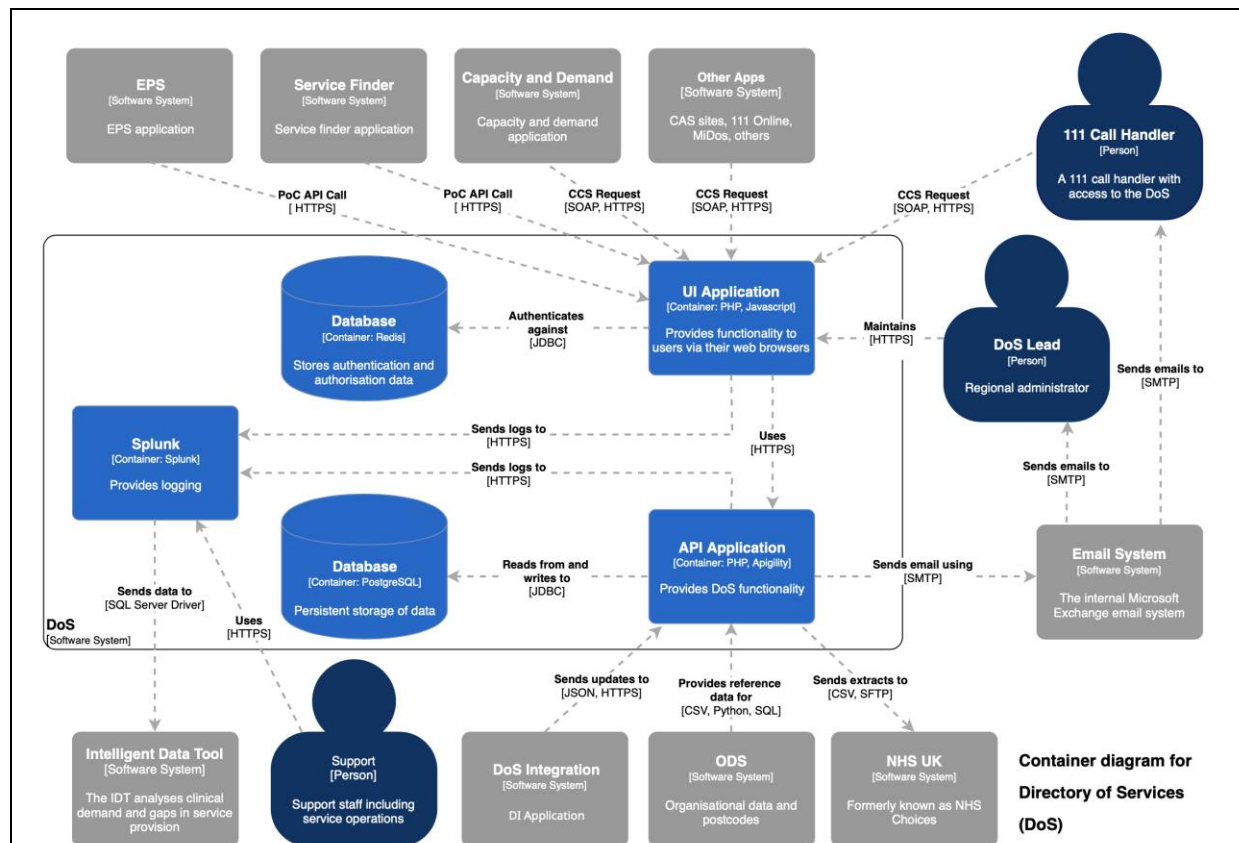


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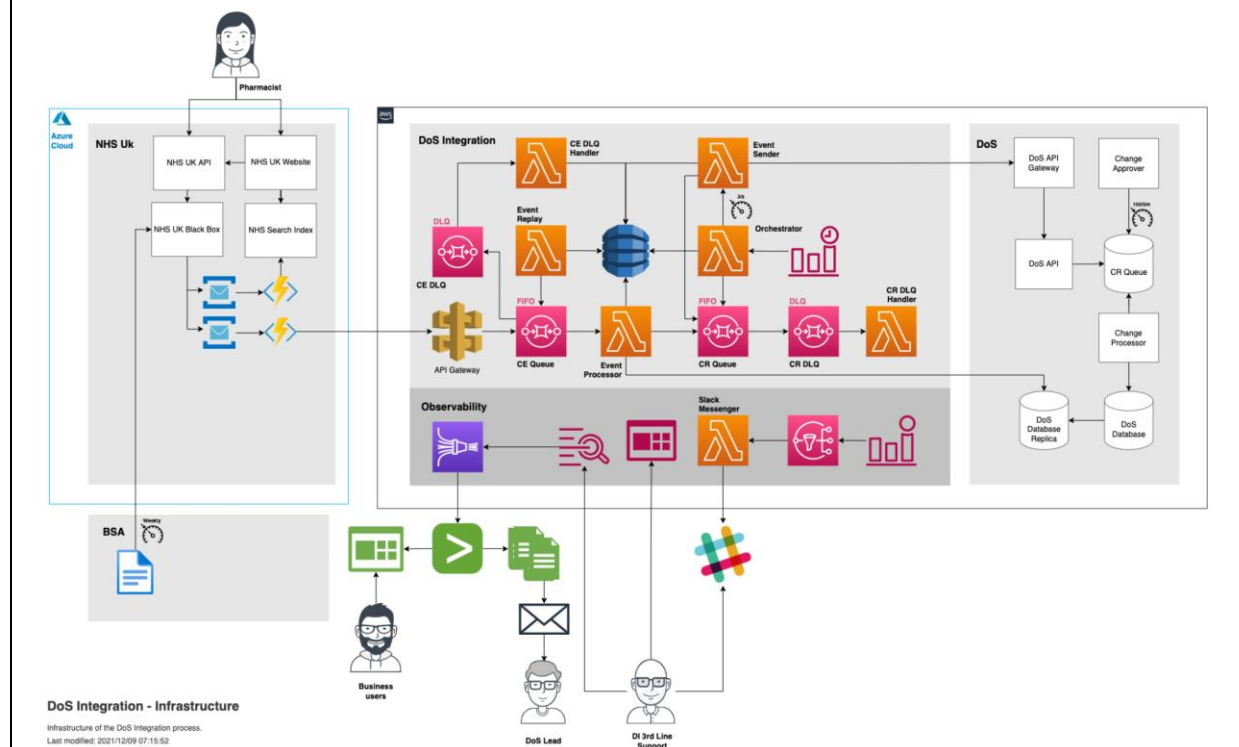
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NHS Profile Manager (DoS Integration)

NHS Profile Manager is used to support the integration of updates to core data through the nhs.uk provided front end linked to the DoS data store at the backend via our DoS Integration services. The DoS Integration technical components are shown on the following diagram with the associated integration points with other services:



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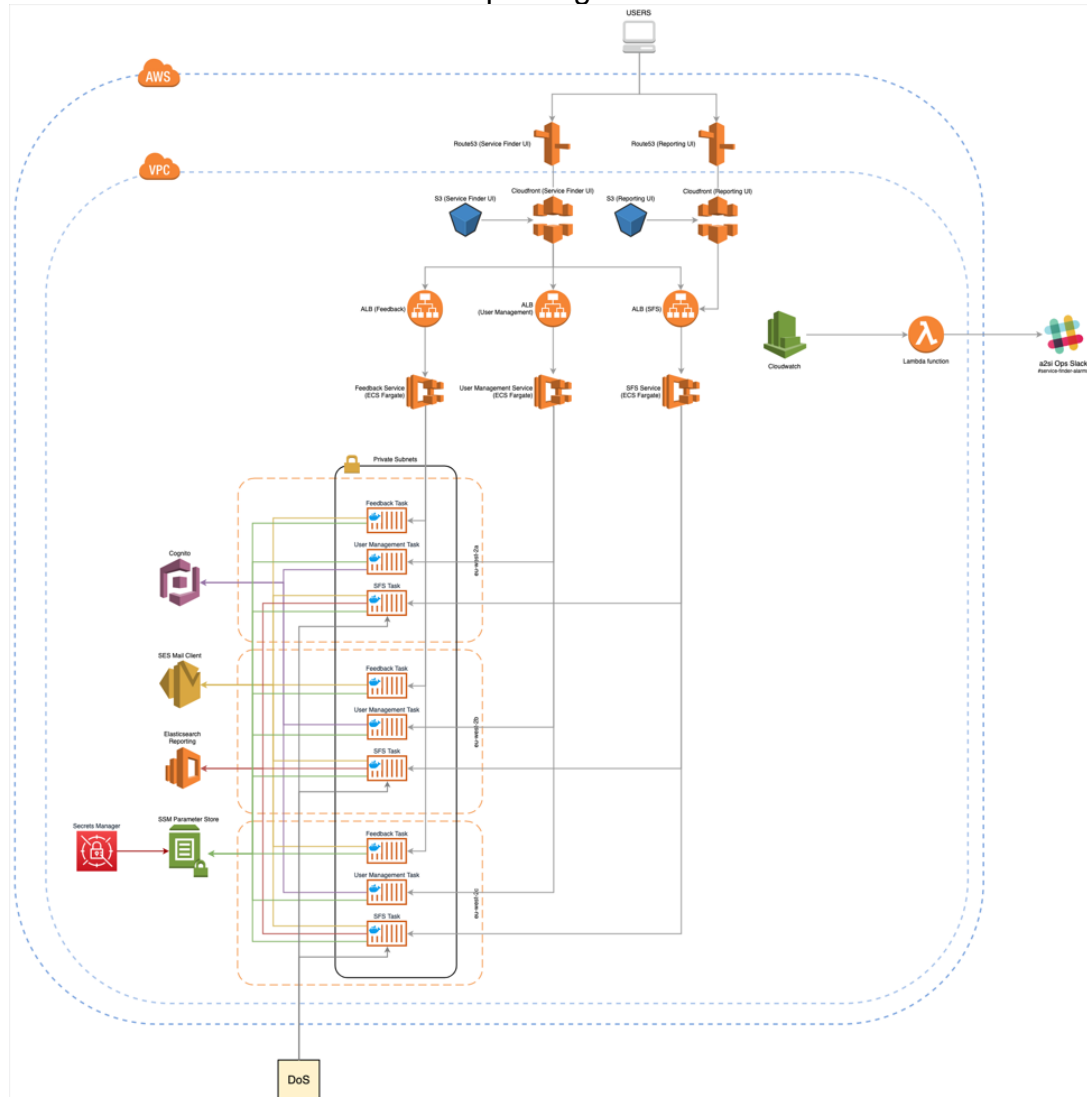
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NHS Service Finder:

NHS Service Finder technical scope diagram is shown here:



The product provides online web application to end users to search and find services. This is done via backend integration with the DoS and nhs.uk.

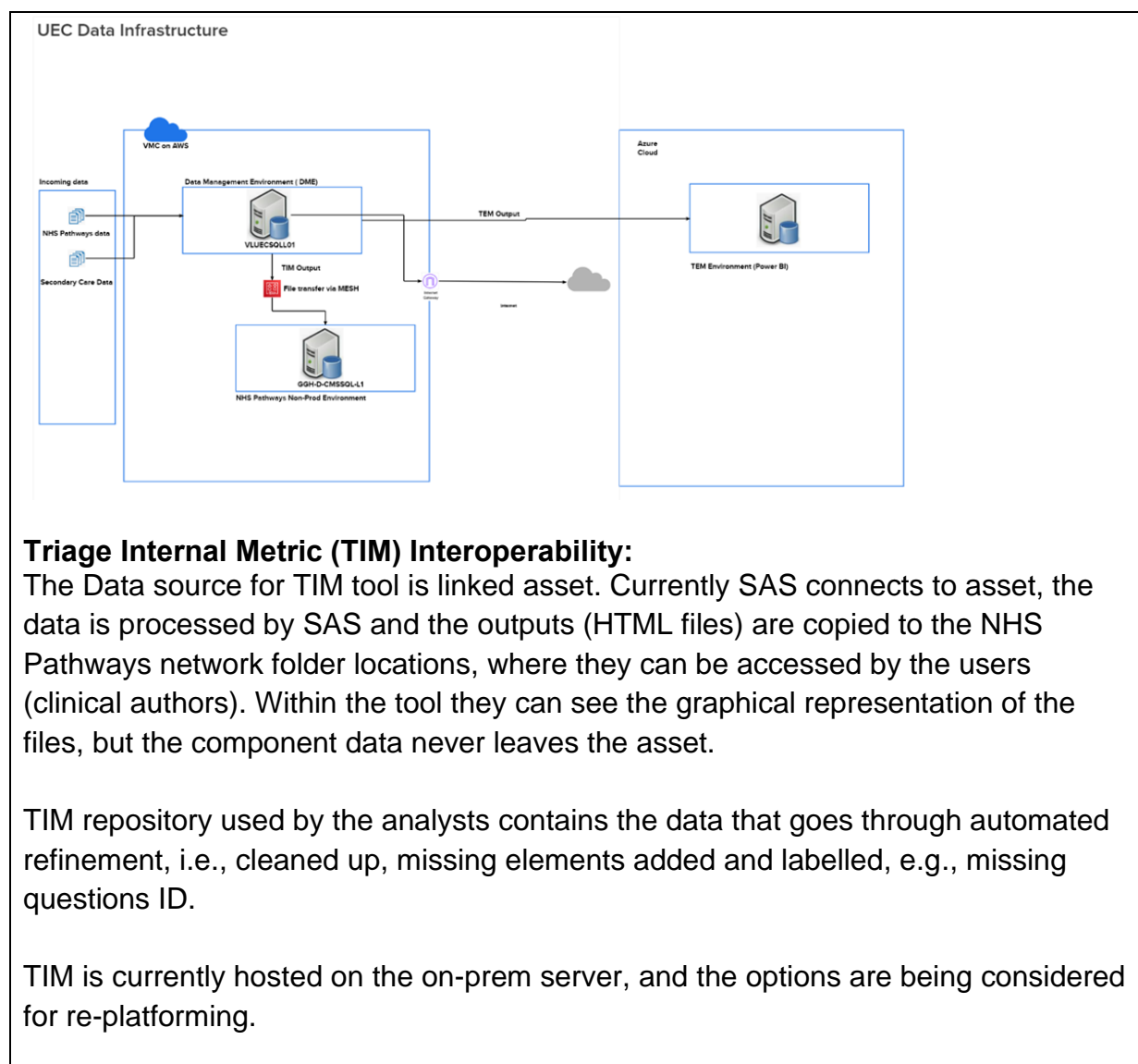
UEC Data Technical Scope:

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2.6.3. Technical Scope Exclusions

None, changes to any third-party Supplier systems as a result of the work completed under this Call-Off Contract. Although support for Supplier's to make these changes is within scope.

2.6.4. Interoperability Considerations

Interoperability Considerations

As shown in the background section, interoperability in UEC is all designed around the patient journey.

NHSE provide technical specifications and API definitions for how to access and use our products and services; and each Product team supports onboarding of new Suppliers and Systems as they integrate and use our UEC products. The

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Supplier will be expected to maintain these materials and support the onboarding processes.

All our interoperability APIs need to be assured through our architecture governance processes, and the Supplier will be expected to follow these. For information checkout the website link here: Architectural Governance - NHS Digital Technical Review Group and Governance manual. There will also be joint work and collaboration with other teams outside of UEC where required.

Some examples of these as follows:

- BaRS has been introduced to standardise how bookings and referrals are made from one NHS Provider to another for continuing a patient's care. It is documented here: Booking and Referral Standard - NHS Digital. In UEC we use this standard to refer on across care settings, and it is implemented in 111 Online for this purpose. Ongoing development of deployment of the use of this service is required by the Supplier where our products use or impact on the BaRS workflows.
- Many of our NHS England wide APIs are evolving and have their own release cycles. Under this contract the Supplier will be expected to implement required changes for these. As an example, the PDS service will move to FHIR only APIs.

2.6.5. Technical Constraints

Technical Operating Framework

All our products and services must follow government and NHS technical policies and principles. Note that these are subject to change and adherence to these is part of BAU run/maintain/continuous iteration of live services.

The key architecture standards are as follows:

CDDO	The Technology Code of Practice - GOV.UK (www.gov.uk)
	Service Standard - Service Manual - GOV.UK (www.gov.uk)
NHS England	Technical standards - NHS Digital
	Architectural Governance - NHS Digital Technical Review Group and Governance manual
	NHS Digital architecture - NHS Digital

It should be noted that this is not an exhaustive list.

In addition, we operate by the NHS England Software Engineering Quality framework:

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- Product delivery will adhere to NHS England's engineering standards as described in <https://github.com/NHSDigital/software-engineering-quality-framework>.
- Product delivery will apply the principles & practices described in the NHS England engineering framework.
- Product delivery teams will undertake (at least every 3 months) and act on engineering reviews using the review tool in the NHS England engineering framework.
- Product delivery will populate (monthly) and act on engineering dashboards covering the engineering metrics described in the NHS England engineering framework.
- Product delivery teams should contribute to the principles & practices described in the NHS England engineering framework.
- Product delivery teams should contribute to the engineering review tool in the NHS England engineering framework.
- Product delivery teams should participate in the NHS England communities of practice (for which the terms of reference are in the NHS England engineering framework), including running occasional events for the NHS England engineering communities.

The Supplier, as part of our Product teams, will be expected to adhere to these principles and frameworks.

Use of appropriate technologies for Products

The Buyer is not constrained to a particular set of technologies but must operate under guiding principles contained in the above policies, for example, on cloud first and internet first.

The Buyers live product suites current technology use is detailed in Sections 2.6.1 and 2.6.2. These detail the current build of our products and technologies maintained under run/maintain DevOps activity.

However, there are no constraints with potential re-platforming or technical debt work in any of these areas as all technical solutions are open for consideration. Choice of technology is reviewed and agreed as part of Architectural governance.

Constraints with use of national systems and interoperability standards

There is a critical dependency on the suppliers for these systems. The existing UIT landscape uses predominantly ITK2 which is deprecated (please see the diagrams at section 2.6.2). The strategic intent is to replace this with FHIR based BaRs standards. This will be ongoing work during the period of this agreement.

UEC Data

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The UEC Data programme uses Splunk for the IUCDS tactical solution, the IUCDS strategic solution scope is under consideration but potentially will utilise NHSE Federated Data Platform. For the linked asset that underpins all of our products and services, there are current technical constraints in terms of using a single environment on the existing platform for production and development purposes. We are planning to address this as part of the future re-platforming and potentially moving to native cloud implementation.

2.7. Requirements

Overview of Requirements

Each of the product/programme areas have an overarching vision of what needs to be delivered in terms of a modernised system that addresses the identified issues and is 'fit for purpose' for the future, along with an associated high-level budget and expected timeframe.

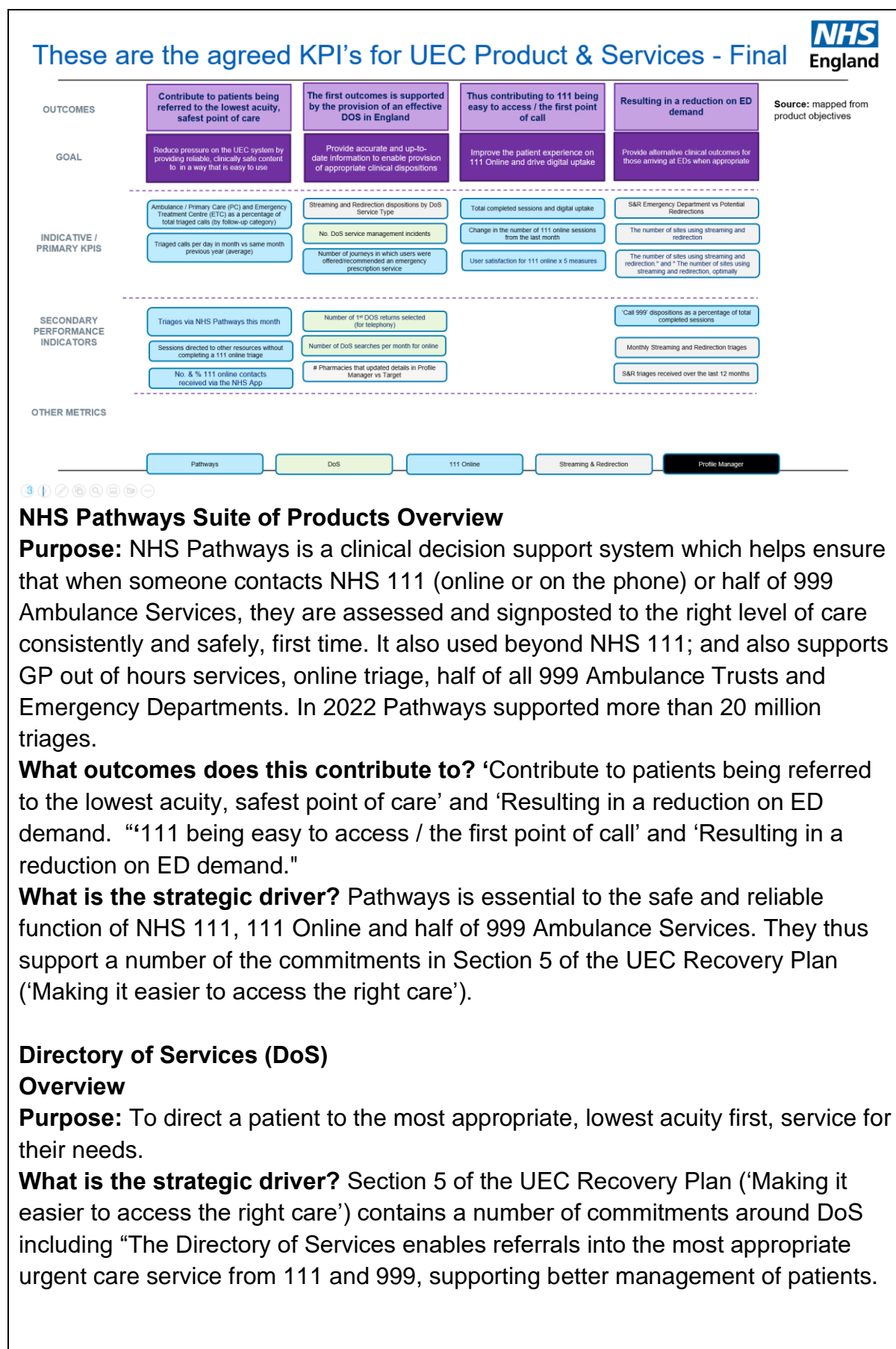
However, the phases of work required to deliver that vision are flexible with the detailed scope and requirements for each phase only becoming clear on completion of the previous phase. This is typical of Agile working.

There will be several associated Statements of Work (SOWs) for each of the product areas under the overall Call-Off Contract and within the scope of the budget allocated, that the Supplier will be required to deliver against to achieve each of the phases needed to meet the overarching vision. The SOWs will contain an indicative overview of the capabilities and types of roles needed to deliver the needs of DUEC.

Product/Service Team Business Needs

For each Digital UEC teams a plan is created to express the strategic drivers using outcomes, goals and KPIs. This overview is then updated regularly and used to galvanise the delivery. The information provided below is an example of an iteration of KPIs used by the DUEC team. These updates will continue to evolve, even throughout the course of this contract term and any updates will be shared and developed with the incumbent Supplier as and when required.

Overview of UEC KPIs February 2023 (Subject to change)



Directory of Services Integration Overview

The purpose of the UEC Directory of Services DoS Integration (DI) product is ensure that Directory of Services (DoS) has the most up to date and accurate information about a service as possible, ensuring patients are directed to the most appropriate service for their needs; improving patient outcomes and reducing both admin burden and clinical risk.

The Buyer does this by allowing Providers of Services to update their information on DoS via the Profile Manager product (owned by NHS.uk). The DI team maintain a data stream from the Profile Manager tool, directly into DoS, which as well as ensuring up-to-date information on DoS ensures commonality of data with NHS.uk. Currently only pharmacies are able to update their own information on DoS, including managing opening times and provision of palliative care drugs; but the Buyer plans to increase the type of information that pharmacies can update, as well as roll out to a wider cohort of users including Dental, Optometry and GP. (Changes to these other cohorts are currently managed by local DoS leads)

NHS Service Finder Overview

NHS Service Finder is a fast and easy to use look-up tool delivering accurate real-time service information for Health Care Professionals. It is web-based, mobile-friendly and clinically reviewed and assured, making information drawn from the UEC Directory of Services and NHS.uk databases easily available to all HCPs. Any HCP can sign up and access the service for free.

The purpose of the product is to tackle the known problems that arise when service information is not easily available, in particular reliance on out-of-date information, time lost searching for service information, low awareness of new services, and a tendency to default to Emergency Care when unaware of other services. NHS Service Finder makes it easy for HCPs to see what health and social care services are available for their patient, enabling them to signpost patients to the most appropriate care. This helps to reduce strain on UEC services, saves valuable HCP time, and delivers a better patient experience.

UEC Data Overview

Purpose: UEC Data brings the information from live services together to tell the story of how Urgent and Emergency Care system works. The Buyer has developed a number of data products to help us to support UEC live services. This includes Linked Assets - linking up national data sources so we can better understand the patient journey.

Our Triage Internal Metrics (TIM) tool gives Pathways clinicians 24-hour access to metrics about patient outcomes to support them to make decisions. The Buyer also has a queries service which uses outcome-based data to help clinicians to

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assess and evaluate changes to the system, to make sure they are as safe and efficient as possible.

Our Triage External Metrics (TEM) interactive dashboards provide insights into patient journeys across UEC, to help commissioners and providers plan and run services. These products play a critical role in optimising the 111, 999 and Streaming & Redirection systems. We are always looking to optimise our use of data. The Buyer is adding datasets as they become available with the vision to create an end-to-end view of the entire patient journey.

For the DevOps requirements:

- Iterate on a sprint basis through existing user stories on the data products that UEC Data team built and continues supporting (including Triage Internal Metrics and Queries Service).
- Release changes to the various Triage External Metrics products (including, 111 Provider, Streaming & Redirection, Commissioner/ICB and DoS dashboards)
- Diagnose and raise issues and to deploy new versions of Power BI and Splunk applications.

For the transformation/development work the Buyer has requirement for Supplier to support the following work:

- UEC Data products re-platforming
- UEC Data Products software transition
- Advanced Analytics data models development

What outcomes does this contribute to? ‘Contribute to patients being referred to the lowest acuity, safest point of care’ and ‘A reduction in ED demand’.

The examples of KPIs that the Buyer can use in terms of us helping to support the health of UEC System

- ETC attendance rate for 111 ETC calls (last 12 months)

For 111 calls that ended with a patient being sent to ETC disposition, and where the NHS number was recorded. This metric shows the percentage of triages where an ETC attendance was recorded within 48 hours of the 111 call i.e., the patient was compliant with the advice given by 111.

- ETC attendance rate for 111 Primary Care calls (last 12 months)

For 111 calls that ended with a patient being sent to ETC disposition, and where the NHS number was recorded. This metric shows the percentage of triages where an ETC attendance was recorded within 48 hours of the 111 call i.e., the patient was not compliant with the advice given by 111 or they might have seen a GP and then referred them too, etc.

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What is the strategic driver? The UEC Recovery Plan makes a number of commitments around data, which underpins the effective assessment of demand and capacity across all UEC Workstreams

UEC Digital Delivery Team (111 Online & Repeat Call Service)

Purpose: NHS 111 has become a keyway for people to get help and advice about where to go if they have an urgent health care need. NHS 111 can be accessed on the phone or online. People can use it find out how to get the right healthcare in their area, including whether they need to see a GP or seek urgent care, or how to find self-care information. The 111 Online service predominantly uses NHS Pathways to triage and directs users to the most appropriate service using the urgent and emergency care directory of services (UEC DoS). Over the past 12 months there has been an average 20,000 journeys a day completed on NHS 111 online. The 111 Online service is also accessible through the NHS App, and we are working to integrate these services more closely.

What outcomes does this contribute to? '111 being easy to access / the first point of call' and 'Resulting in a reduction on ED demand.'

What is the strategic driver? Section 5 of the UEC Recovery Plan ('Making it easier to access the right care') contains a number of commitments around 111 Online, including "Over the pandemic we have seen the advantages of 111 Online and we will further expand it through its continued promotion and development. It will be further connected with other services to mean patients are better directed to the right place. We will work to integrate 111 Online with the NHS App.

Ways of working

For the purpose of this Call-Off Contract (but not necessarily for all of the Statements of Work which are associated with it) the Supplier team is to work collaboratively with the Buyer team to deliver the Buyer's business objectives as outlined above. Other approaches will be discussed with the Supplier and outlined in relevant Statement of Works. The Supplier is encouraged to identify and suggest different ways of working which may increase delivery efficiency and cost effectiveness.

Over the duration of this Call-Off Contract the Supplier will be expected to assist in/take responsibility for the managed 'hand over' of work e.g., from the output of discovery work or technical spike to other parties for continued development. Equally the Supplier may be expected to proactively and efficiently be involved in/take responsibility for work to further develop and implement changes developed by others outside of the UEC team for incorporation. In both the 'exporting' and 'importing' of work it is a requirement that the Supplier will work collaboratively and proactively with those involved/interested parties to ensure that hand offs are minimised, effective, and auditable to maintain delivery momentum,

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scope and delivery accuracy through appropriate documentation, development of/adherence to critical success factors (or other mechanisms) and joint working.

Integral to the Buyer's approach is the value of colleagues from different areas (including but not limited to the Buyer, Supplier, other suppliers) working together to deliver joint objectives. In supporting the delivery of the Buyer's outcomes, the Supplier will ensure that it is able – through experience, aptitude, and approach – to fully support and enhance the Buyer's delivery model. It is essential that the Buyer and Supplier work collaboratively to be able to respond quickly and effectively to identify and resolve issues, build and utilise subject matter expertise to maintain and enhance the operations of its systems and services, and that there are no internal hand offs, incorrect mind sets, or process inefficiencies which lead to the Buyer's capability and requirement being considered as separate rather than a single, collaborative function. Working as part of a collaborative team the Supplier is expected to fully embrace the Buyer's culture and delivery approach. This also involves taking part in/identifying value adding activities such as knowledge sharing through presentations and 'show & tells', supporting development through mentoring or joint learning opportunities, and assisting the Buyer in identifying new/alternative development, delivery or solution management options and approaches.

Supplier will contribute to the support of delivering the service levels of each product and the multidisciplinary team will be responsible for the delivery of those service levels.

Live service/Service Level Agreements

The Service Level Agreement (SLA) levels ranging from Platinum, Gold, Silver to Bronze is detailed in [Annex 6 SLAs PGSB Defintions.docx](#).

The table below are the current SLAs level across the DUEC Product/Service Areas, however this may be subject to change during the period of the call off contract:

Product/Service Area	Service Level
NHS 111 Online	Platinum
Streaming and Redirection	Platinum
Bookings and referral Standard	Platinum
Directory of Services	Gold (Aspiration to move to Platinum during course of the contract term)
Repeat Caller Service	Gold
Service Finder	Silver
Care Connect	Bronze

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It is a requirement that the Supplier fully appreciates (and demonstrates that appreciation) of their role in supporting each products level of service including incident management and out of hours and on call working.

Service Levels on IUCDS

Separately to the main SLAs for live services there is currently an IUCDS Service Level Agreement cover the in-hours support for the NHSE Integrated Urgent Care Team. Supplier resources are expected appropriately support as requested by the Buyer.

Splunk Cloud core server hosting the IUCDS reporting and analytical solution has 'Platinum' service arrangements, and AWS (Landing and edge servers) is categorised as 'Silver'. The infrastructure support is provided by the Splunk team.

Out of-Hours and On-Call working

Products and Services may have service arrangements in place for out of hours and on-call working/cover which the Supplier is expected to appropriately support as requested by the Buyer. Further information is covered in the SOWs.

The Buyer manages its on-call requirements through the use of an evaluator and triage/resolver model and an on-call rota.

2.8. Business Outcomes

<p>Business outcomes have been explained throughout the document:</p> <ul style="list-style-type: none"> - outcomes as part of the wider context and scope, section 1 / 2, - detailed outcome requirements, section 2.7, - and Specified outcomes within the statement of works (SoWs). 	
--	--

2.9. Technical Exclusions

<p>Technical requirements need to align with the current NHS approved platforms and solutions currently in place.</p>

3. Deliverables

<p>Refer to the requirements section for each product description. More specific requirements will be referred to in the individual SOWs.</p>	Annex 4
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3.1. Functional and Non-Functional Requirements

3.1.1. Period (up to month N)

Functional Requirement	Related Non-Functional Requirement
Not used.	Not used.

3.1.2. Period (from P to Q)

Functional Requirement	Related Non-Functional Requirement
Not used.	Not used.

3.2. Target Operating Model

This DCfH Call-Off Contract will support the Buyer in the delivery of outcomes based on a Target Operating Model which is focused on products and their users rather than technologies. As highlighted above the Buyer is moving to a Pillar/Product based organisational structure which for this Call-Off Contract will see:

- All the Buyer's UEC services under a single unified management and delivery structure.
- The ability to provide a joined up and holistic service to users.
- Partnership working with colleagues (Core Services Pillar) responsible for the run, maintenance and transformation of the IT infrastructure upon which the Buyer's UEC services operate.
- A focus on the SofS data and tech vision for healthcare; interoperability and openness, user needs, inclusion, privacy, and security.
- Supporting digitally enabled transformation through APIs and the move to a Cloud and Internet first delivery approach.
- Delivering reductions in:
 - Operating costs through increased efficiency and reductions in infrastructure and overhead costs
 - Tech debt through uplift of technology removing reliance on out of support hardware & software and reduction colocation hosting carbon footprint
 - Integration cost for Suppliers thereby increasing opportunity for innovation.
- Support increases in:
 - Clinical Safety through reductions in potential for errors, improving clinical safety and patient health outcomes.
 - Security by uplifts to modern standards improving security and reducing the cost of fraud/cyber-attacks.
 - Delivery velocity and reducing development timescales market.
- Contributing to the vision to enable the sharing of clinical information for direct care across all care settings.
- Continuing to meet age Service Level Agreements to ensure that the UEC service is available 24x7x365.

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3.3. Initial Statement/s of Work (SOW/s)

3.3.1. SOW 1

NHS Pathways team (DevOps)**SOW outcomes**

The key outcomes for NHS Pathways products as summarised below:

The Supplier will collaborate with the NHSE Product Teams to ensure that the outcome metrics which the teams regularly monitor continue to be appropriately tracked and improved as relevant.

Support the operational delivery across all NHS Pathways products as listed in the product catalogue. Notably, there is a single product team, split into a number of MDT's dedicated to meet the needs of NHS Pathways.

Delivery of three high level milestones:

MS01: Iterate on a 4-weekly sprint basis through existing user stories on the C# .Net/SQL products that NHS Pathways built and support.

MS02: Release changes to the various NHS Pathways websites, webservices, windows applications and databases.

MS03: Diagnose and raise issues and to deploy new versions of a 3rd party application known as the NHS Pathways Intelligent Data Tool (IDT).

3.3.2. SOW 2

UEC Digital Services team (DevOps)**SOW Outcomes**

The key outcomes for UEC Digital Services team products are listed below:

The Supplier will collaborate with the NHSE Product Teams to ensure that the outcome metrics which the teams regularly monitor continue to be appropriately tracked and improved as relevant.

Notably, there is a single product team, split into squads dedicated to meet the needs of the products listed below:

NHS 111 Online

Support the operational delivery by working on the Buyer's backlog as prioritised by the Buyer's UEC DS Service Owner.

Repeat Caller Service

Working with the Buyer delivery of the backlog as prioritise by the Buyers UEC DS Service Owner.

Across both products deliverables will therefore be agile and iterated throughout the contract term.

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3.3.3. SOW 3

Directory of Services team

SOW Outcomes

The key outcomes for UEC Digital Services team products are listed below:

The Supplier will collaborate with the NHSE Product Teams to ensure that the outcome metrics which the teams regularly monitor continue to be appropriately tracked and improved as relevant.

Each of the products mentioned below have their own dedicated product teams.

Directory of Services (DoS)

The Supplier to work with the Buyer's multi-disciplinary teams to manage DoS as of the Urgent & Emergency Care system workflow. Delivery of the backlog as prioritised by the Buyer and to ensure live service products are kept running 24 hours 7days a week and 365 days a year.

NHS Profile Manager

The Supplier to work with the Buyer's collaborative team to continually evolve the way information is updated into the UEC DoS and to ensure it remains accurate and up to date. This will involve the continual delivery of an evolving product backlog to the Buyers core UEC strategy.

NHS Service Finder

The Supplier to work with the Buyer's collaborative team that predominantly focuses on run activities e.g., housekeeping and the second on maintain or continuous iteration activities i.e., incremental feature delivery to the live DoS service.

For all products it is expected that the size and scope of the team required to deliver against this SoW will flex throughout the term in agreement between the Buyer and Supplier.

3.3.4. SOW 4

UEC Data

SOW Outcomes

The key outcomes for UEC Data products are listed below:

The Supplier will collaborate with the NHSE Product Teams to ensure that the outcome metrics which the teams regularly monitor continue to be appropriately tracked and improved as relevant.

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TIM/Queries:

Support improvement/monitoring of clinical safety and efficacy of NHS Pathways products

TEM:

Support improvement/monitoring of operational efficiencies of 111, 999 and Streaming & Redirection services for Providers & Commissioners.

IUCDS:

Support the operational delivery across IUC by providing information to the IUC National team to help them to:

- evaluate the efficiency and effectiveness of the Integrated Urgent Care services;
- assess the impact of the changes to the service model;
- and predict future demand for the services.

Advanced Analytics:

Proactively search for opportunities to improve UEC patient journeys and outcomes.

4. Key Milestones and Call-Off Deliverables

Key Milestone/ Deliverable	Description	Timeframe Delivery Date or
1	Not Used	

5. Responsibilities of the Parties

RACI to be agreed with Supplier and the Buyer.

6. Skills / Capabilities Profile

Although rates will be commercially evaluated on the basis of a sample profile, the listing below is intended to provide the Supplier with an initial idea. It is not intended, at this level, to be definitive (individual Statements of Work should be more specific in this regard).

Resource Profile details are contained in:

Annex 5

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Annex 1: Call-Off Schedule 20 – Target Sectors

HEALTH AND SOCIAL CARE SETTINGS	Tick boxes
Primary Care	Y
Ambulance Services	Y
Secondary Care - Hospital Settings	Y
Pharmacy	Y
Mental Health	Y
Community Care - Childrens Services	Y
Community Care - Adult Services	Y
Public Health & Wellbeing	Y
Screening	N
Social Care - Childrens Services	N
Social Care - Adult Services	N
Genomics	N
Health and Social Care Policy	N
Health Informatics	N
Medicines and Healthcare Products	N
Health and Social Care Regulation / Quality	N
Health Sector Education, Training and Workforce	N
Health and Social Care Research	N
Blood and Transplant Services	N
Independent Health Provision	Y

HEALTH AND SOCIAL CARE SYSTEMS	
SPINE (Summary Care Record)	Y
Screening Systems	N
Electronic Prescription Service (EPS)	N
Electronic Referral Service (ERS)	Y
GP IT Systems & Services	Y
Health and Social Care Mobile Apps	Y
Health and Social Care Web Apps	Y
Citizen Identification and Verification Services	Y
Health System Infrastructure (email, etc)	Y
Secondary Uses Services	N
Health Data Collection, Processing and Dissemination	Y
Care Management Systems	Y

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Annex 2: Call-Off Schedule 20 – Technology Capabilities

Application Development	Tick boxes	Top 4
Continuous Integration & Delivery Tools	Y	Y
Testing & Quality Assurance Tools	Y	

Business Applications	Tick boxes	
Data Warehousing	Y	
Enterprise Applications	Y	
Geospatial	N	
Project Management	Y	

Customer Management	Tick boxes	
CRM		
Enterprise Applications	N	

IT Management	Tick boxes	
Middleware	N	
Networking	N	
Service Management	N	
System Management	Y	

IT Services	Tick boxes	
Anti-Virus, Vulnerability Mgt & Monitoring	Y	
Cloud Orchestration	Y	
Encryption	Y	
Remote Access Service	Y	

(Continued on next page) 

Software Infrastructure	Tick boxes	
Enterprise Architecture Tools		
Architecture Tools	Y	
Intelligent Business Process Management Suites		
Business Process Management	N	
Architecture Tools	Y	
Discovery / Search	Y	
Frameworks, Languages, & Libraries	Y	Y

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Identity & Access Management	Y	
Non-Relational Databases	Y	
Performance & Availability Monitoring	Y	Y
Relational Databases	Y	Y
Server Technology	N	
Server/Desktop OS	N	
Serverless	Y	
Source Code Management	Y	
Storage	Y	
Virtualisation & Containerisation	Y	
Visualisation Tools	N	
Web Analytics	N	

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Annex 3: Call-Off Schedule 20 – Product Backlog Item List

As the product backlog list is continually evolving due to ongoing agile delivery, for the purpose of this procurement a copy can be requested.

The following table provides the information which should typically be maintained with the Backlog:

Field	Purpose
Level 1 No	A number to identify level 1 in the Backlog hierarchy. In typical agile terminology this will be an “ Epic ” level reference, where the Epic is a high level (ideally business related) requirement which loosely defines what is needed. In more traditional language it might be described as a goal.
Level 2 No	A number to identify level 2 in the Backlog hierarchy. In typical agile terminology this will be a “User Story” level reference. In more traditional language it might be termed a specific Deliverable or Milestone or SMART (Specific, Measurable, Achievable, Relevant and Timebound) Objective. As time progresses Epics, and more is known about the topic are able to be refined into User Stories. Under the Incremental Fixed Price or Fixed priced models of payment, it will usually be at this level that payment will be made on achieving a milestone.
Level 3 No	A number to identify level 3 in the Backlog hierarchy. In the context of this framework this is Deliverable Increment, something which can be delivered over a finite period of time (typically between 1 and 4 weeks), which can be accepted as having been done (often recognised by an acceptance certificate). Once into detailed planning User Stories are further refined into Deliverable Increments (a recognisable contribution to the User Story). Typically, it is Deliverable Increments which will command payment within an Incremental Fixed Price model, with the Increment being sized and priced close to the point of delivery (but in advance). It is also at this level that actual time and materials should be captured. This is usually the lowest level of granularity to be captured at Call-Off Contract Management level
Level 4 No	A number to identify level 4 in the backlog hierarchy. Usually referred to as a task. Tasks are the individual / team activities which are needed to complete the Increment. This will be the detailed level used for SOW Management and will typically be managed using a tool such as JIRA.
Title	Brief text to describe the Backlog Item
Description	A longer description (or reference to a longer description) to help the reader understand the Backlog Item
Created On	The date the item was created (helpful to understand when the item was first created or added to the backlog – typically as a result of ongoing refinement)
Contract Milestone	Reference to a key contractual milestone
Updated On	The date the item was last updated

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Field	Purpose
Status	Live, On Hold, Superseded, or Deleted. The whole concept of agile is that items can come and go as more is learnt. This can even include whole Epics. It's important to capture Deleted and Superseded items because the backlog is used for Operational Change reporting purposes.
Planned Date	Date the item was original due to be completed by
Forecast/Actual Date	Date the item is now forecast to be completed by if not yet completed, or actual date if completed
Fixed Date	Identifies if the delivery date is fixed (and potentially subject to performance credits or liabilities if missed)
Priority	Using something like MoSCoW (Must Have, Should Have, Could Have and Won't Have) which, in combination with dates, helps prioritise items.
Progress	Not Started, In Progress, Completed or Accepted.
Estimated Size	Under Agile this will normally be something like a "T-Shirt Size" (XL, L, M, S, XS or equivalent) or a "Poker Size" (?, 0, ½, 1, 2, 3, 5, 8, 13, 20, 40, 100, ∞)
Fixed Price	Populated once the price is agreed (at the start of the SOW if Fixed Price, on agreement of the Deliverable Increment under Incremental Fixed Price).
Actual Cost	To capture the actual cost, regardless of pricing model. This is useful to help improve future estimating
Acceptance Criteria	Used to summarise (or reference) the agreed acceptance criteria for the item.

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Annex 4: Call-Off Schedule 20 - NHS Pathways Product Catalogue

Attached as external document

Annex 5: Call-Off Schedule 20 - Life-Cycle Scope - Product Table

Attached as external document

Annex 6: Call-Off Schedule 20 - PGSB Definitions

Attached as external document

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NHS Pathways

Product Catalogue

Published May 2023

Information and technology
for better health and care

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Introduction

NHS Pathways enables clinical and non-clinical users to triage patients to the most appropriate care, at their time of need.

Based on the answers given during an assessment, NHS Pathways provides the most appropriate clinical response with a specific level of care and time frame.

If needed, this outcome is used to identify an appropriate service to refer a patient to, using the Directory of Services (DoS).

NHS Pathways Products are maintained and updated to meet the latest available clinical guidance and evidence^[1]. All of the clinical authoring team are registered, licensed practitioners, most with an urgent and emergency care background.

Recent Triage Data

- Over 60,000 111 and 999 calls triaged per day
- 21.3 million triages over the last 12 months
- Around 75% of 111 triages resulted in no emergency department or ambulance attendance.

Find the latest NHS Pathways data at digital.nhs.uk/services/nhs-pathways/nhs-pathways-service-information.

Using NHS Pathways

NHS Pathways products need to be embedded into a host system. We have licensed and assured host system suppliers who have completed development work against our 'Technical Specification' requirements to correctly use NHS Pathways content.

All users of NHS Pathways products complete rigorous training and are reviewed regularly via an audit process.

NHS Pathways is a Class 1 medical device. For more information visit digital.nhs.uk/services/nhs-pathways.

Core Telephony products - 111 and 999

NHS Pathways is a collection of interlinked clinical questions which are arranged into symptom-based flow-charts or "Pathways".

NHS Pathways is used by specially trained Health Advisors and Clinicians to assess patients over the telephone and direct them to the most appropriate care. Handling over 20 million calls per year, The Core NHS Pathways system is broadly divided into three modules:

Module 0

Module 0 aims to rule out some, but not all, life-threatening conditions. Potential emergency situations are identified by asking questions about:

- consciousness
- breathing
- choking
- fitting

- commonly occurring “declared” serious conditions, such as heart attack, stroke, anaphylaxis, or blood sugar problems (to enable rapid assessments for potentially urgent cases).

If the answers given are sufficiently serious, the questions will trigger the dispatch of an emergency ambulance. If not, the Health Advisor will move on to Module 1.

Module 1

Module 1 starts with a Body Map – an image of a human body relevant to the age and gender of the patient. Pathways related to that body area or body system are available, and the user can select the area most relevant to the caller’s report of the main or worst symptom. Where there is no single main or worst symptom, the non-clinical Health Advisor should seek clinical advice.

The system then presents various questions to the Health Advisor. Each answer will determine the next question asked until:

- an endpoint (disposition) is reached
- the call is ended early
- the call is transferred to a Clinician.

The questions continue in a hierarchical order, and so generally the more questions asked, the less severe the symptoms. Extensive care advice can also form part of the triage.

There are over 800 symptom pathways which are under constant review by the Pathways team and through external governance from the National Clinical Assurance Group (NCAG).

Depending on the complexity of the problem, the Health Advisor may be able to complete the assessment and reach an appropriate outcome for the patient without needing clinical input.

Module 2

Module 2 is the area of the system used by Clinicians.

The Clinicians manage issues that require further in-depth triage, home care advice or calls of a complex nature. It allows for a more detailed assessment to be carried out by a Clinician.

Information from the Health Advisor assessment is presented to the Clinician who validates the Health Advisor’s assessment and continues from that point. If the situation has suddenly deteriorated and it is now a potentially life-threatening situation, Clinicians can reassess from the relevant point. Some questions in Module 2 will have a greater clinical element and require judgment based on the user’s clinical knowledge.

Clinicians will also have access to a wider bank of care advice which is carefully arranged into symptom groups, to provide information to help support the caller with the presenting symptoms at home.

999 only functionality

The clinical content and the actual patient triage in NHS Pathways are identical for both Ambulance services, and for NHS 111 services. This means that callers should receive an equitable response, whichever service they call.

However, the Ambulance service has a wider remit than the NHS 111 service and therefore it requires additional functionality which sits beside the actual triage of patients to support its unique 999 role.

Calls from Health Care Professionals (HCP) and requests for Inter-Facility Transport (IFT)

Calls to the Ambulance service from Health Care Professionals (HCP calls) cover a wide variety of circumstances such as a GP requesting transport for a patient with a suspected stroke. The HCP module in NHS Pathways covers all such instances.

Calls requesting Inter-Facility Transport (IFT calls) are for transfers between health units. The NHS Pathways IFT module offers a way for Ambulance services to prioritise these requests based on the clinical need of the patient, and to send the most suitable vehicle, for example, one capable of transporting an incubator.

Attend Incident

This is a stand-alone module which allows Ambulance services to manage (usually) major incidents identified by an Ambulance crew, such as a road traffic incident with multiple casualties, or incidents identified by the other Emergency Services.

Routes to manage demand and capacity

These products offer ways to help patients get to the information and support they need, focusing on:

- managing high volume calls to the NHS 111 services
- helping Clinicians dispatch an Ambulance or search for relevant services following a 'non-Pathways' assessment
- helping patients get to the information they need faster.

These products can be operated in isolation of the main telephony products. Because they focus on specific areas of clinical content, they require less user training when compared to the main 111/999 products.

Pathways Clinical Consultation Support (PaCCS)

PaCCS supports senior Clinicians to complete a clinical consultation without the structure of an NHS Pathways triage. It offers users additional support through symptom-based templates, as a prompt to access DoS service searching, home care advice, and direct ambulance dispatch.

Clinicians have the autonomy to determine the appropriate outcome for the patient, and take notes against any considered or suspected conditions, as well as general observations that can form part of a consultation summary.

ED Streaming and Redirection

This product aims to support patients when they first arrive at an emergency and urgent care setting. After patients complete a triage and their information has been used to connect to the Directory of Services (DoS), they are advised on what to do next.

The product aims to:

- advise patients if they're required to stay in their current care setting

- stream patients to the appropriate service within the Trust estate, such as Same Day Emergency Care (SDEC) or an on-site Urgent Treatment Centre (UTC)
- where suitable, redirect patients with low acuity symptoms to an external care setting such as a Primary Care or a Pharmacy service
- ease the burden on staff by prioritising patients and integrating their information directly into hospital systems.
- manage waiting room capacity by enabling patients to return at an appropriate time for their needs.

Service Advisor modules

These modules can be used by Service Advisors, who require reduced training to triage a patient on specific needs – patients are assessed, and if needed can be transferred to Health Advisors or Clinicians in the service.

Dental

Dental problems are one of the most common conditions triaged using NHS Pathways. The Dental module enables safe and consistent triage of dental patients after they have selected an IVR option.

Repeat Prescription

Enabling safe and consistent triage of patients requiring repeat medication.

Health Care Professional call back

Enabling the facilitation of Health Care Professionals receiving a call back from another Clinician when they are with a patient.

Minor Injury

This supports Service Advisors to triage Injury only calls following referrals from Health Advisors. This product increases capacity in 111 services and reduces training and implementation requirements.

Internal NHS Pathways products

These products support the development, review, and training of NHS Pathways content. Although mostly for internal use, some are accessed by partners for training, testing, and analysis.

Pathways Authoring Tool (PAT)

PAT is a bespoke database that contains all the information underpinning the questions, care advice and dispositions (outcomes) within Pathways. PAT integrates with another product, VPAT, to design changes to Pathways content. It's also used to:

- Store evidence and references used to design Pathways content
- Keep historical changes to the Pathways, questions, care advice and dispositions.
- Enable licensed providers and the Directory of Services to raise and monitor enquiries or requests for change related to Pathways content.

Visual Pathways Authoring Tool (VPAT)

VPAT is a bespoke tool to visually create the NHS Pathways algorithms. This visually represents how questions, care advice, Symptom Groups (SG), Symptom Discriminators (SD) and dispositions are used in a pathway. VPAT visually shows the triage logic and how the questions and dispositions are linked. VPAT also links to the main Pathways database where all content is held, known as PAT (Pathways Authoring Tool)

Pathways Web and Solo

Pathways Web and Solo are designed to act as standalone instances of the NHS Pathways Triage system to safely test clinical content.

Their primary aim is for testing and training and not designed to be used for triaging patients. They do not reproduce existing 111/999 system supplier implementations of NHS Pathways, and they don't contain the much broader functionality of Urgent and Emergency Care (UEC) telephony host systems.

Pathways Web is a website version of NHS Pathways that NHS Pathways host for internal and external permissioned users. It is also used to test new content and functionality within the Pathways programme.

Solo is a standalone client application that can be installed independently on some devices, or configured to be run on a network, with each installation reading/writing to the same SQL Server database. A network setup enables the shared use of a call queue, whereas in a standalone implementation the queue would only be accessible to that single computer. Solo also supports the functionality to be centrally deployed across a Provider's estate if their IT infrastructure.

Both Solo and Pathways Web also have additional functionality to help inspect the triage and various release versions beyond what users would normally see in a Host Supplier system.

Pathways Data and CQI Access

All NHS Pathways providers send their data to NHS Pathways via host systems through an API (CQI Access), which connects to our database. We use this data for a wide range of analysis, data modelling and reporting to clinical evidence requirements and wider system improvement.

Pathways Records and Booking (PRB)

PRB offers 111 and 999 providers a way to book staff on NHS Pathways training. It also helps sites manage trainee information and audits.

Training leads can book participants on to specific modules and accept places on behalf of staff. NHS Pathways can use PRB to share pre-module materials and manage training attendance.

NHS Pathways Accredited Trainers can record staff modules, and the NHS Pathways Training Team can review content and perform spot checks.

PRB is also used to monitor which training modules are being delivered at sites, and module evaluations. The NHS Pathways Training Team produces reports detailing pass and fail rates and uses information to monitor NHS Pathways Licence compliance.

Intelligent Data Tool (IDT)

The Intelligent Data Tool (IDT) is an online range of performance and information dashboards created by NHS Pathways. It connects to our database, using triage data to provide safe and accessible reporting. The product includes:

- **High Level Dashboard Overview:** to review information on individual Integrated Care Boards (ICBs) or telephony providers.
- **Thematic reporting:** Performance management summaries; services offered; and symptomatic trends.
- **Provider Dashboards:** to view data on their performance, drill down and export for local reports.

Other products we integrate with and support:

- 111 Online
- Directory of Services (DoS)
- Booking and Referral Standard (BaRS)
- TIM and TEM (Urgent and Emergency Care Outcomes Data)

Contact NHS Pathways

- ^[1] NHS Pathways complies with with DCB0129 in development and DCB0160 in deployment and use of health IT systems, mandated under Health and Social Care Act 2012.
- Clinical content and assessment protocols align with the latest advice from respected bodies that provide evidence and guidance from medical practices and bodies in the UK such as NICE, and Resuscitation Council UK.
- We follow NHSE patient safety standards.
- NHS Pathways is a medical device, more information can be found at <https://digital.nhs.uk/services/nhs-pathways/nhs-pathways-is-a-class-1-medical-device#regulatory-information>

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SLA's for PGSB services	Bronze	Silver	Gold	Platinum
Operational Hours (Service Hours) Business Support Hours (Service Support Hours)	8 - 6 Mon - Fri (exc BH) 8 - 6 Mon - Fri (exc BH)	24x7x365 8 - 6 Mon - Fri (exc BH)	24x7x365 24x7x365	24x7x365 24x7x365
Planned Maintenance downtime Availability (in business support hours) downtime (mins per month) Incident resolution Times (in business support hours)	Service specific 98% 234	Service specific 99.50% 58	Service specific 99.90% 43	Service specific 99.90% 43
Sev1 Sev2 Sev3 Sev4 Sev5	8 hrs 16 hrs 40hrs 120hrs 240 hrs	4 hrs * 8 hrs * 20 hrs 80 hrs 200 hrs	4 hrs 8 hrs 10 hrs (Mon - Fri 8-6 ex BH) 50 hrs (Mon - Fri 8-6 ex BH) 140 hrs (Mon - Fri 8-6 ex BH)	2 hrs 4 hrs 8 hrs (Mon - Fri 8-6 ex BH) 30 hrs (Mon - Fri 8-6 ex BH) 100 hrs (Mon -Fri 8-6 ex BH)
Problem Fix Times Sev1 Sev2 Sev3 Sev4 Sev5	30 working days or an agreed release 60 working days or an agreed release 120 working days or an agreed release 240 working days or an agreed release 360 working days or an agreed release	30 working days or an agreed release 60 working days or an agreed release 120 working days or an agreed release 240 working days or an agreed release 360 working days or an agreed release	14 working days or an agreed release 28 working days or an agreed release 56 working days or an agreed release 112 working days or an agreed release 224 working days or an agreed release	14 working days or an agreed release 28 working days or an agreed release 56 working days or an agreed release 112 working days or an agreed release 224 working days or an agreed release
Service Reporting	Ad hoc	Monthly	Monthly	Monthly
Service Request (max time listed)	max 3 months	max 3 months	max 2 months	max 1 month
DR RPO - Recovery Point Objective. How much data can the customer afford the app/service/system to lose in the event of a failure?	Optional Bolt-on 24 hours	Optional Bolt-on 24 hours	4 hrs zero	2 hrs Zero
* runs 24x7x365				
Other SLA's service dependant ie. Batch processing or transactional response times. Service Requests service specific KPI's				

Call-Off Schedule 23 (Health Additional Call-Off Terms)
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Call-Off Schedule 23 (Health Additional Call-Off Terms)

1. Definitions

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

“Buyer Software”	means any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"COTS Software"	means non-customised software where the IPR may be owned and licensed either by the Supplier or a third party, and which is commercially available for purchase and subject to standard licence terms;
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Medical Devices”	means any deliverable that falls under the definition of a Medical Device in accordance with guidance published by the Medicines and Healthcare Products Regulatory Agency;
“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;
"Software Supporting Materials"	has the meaning given to it in paragraph 3A.1.2;

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“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;
“Specially Written Software”	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications, enhancements or configurations to COTS Software; and
“Third Party Body”	has the meaning given to it in paragraph 6.1.

2. Additional Warranties

- 2.1 The Supplier represents and undertakes to the Buyer that all Deliverables will meet the Buyer’s acceptance criteria, as defined in each Statement of Work.
- 2.2 The Supplier undertakes to maintain all interface and interoperability between Third Party Software or services and Specially Written Software as required for the performance of the Services or delivery of any Deliverables.

3. Additional Intellectual Property Terms

- 3.1 Unless otherwise agreed in a Statement of Work under paragraph 3.3, the Supplier grants to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, assign, sub-license, adapt, commercially exploit or otherwise deal with any of the Supplier’s Existing IPR and any Third Party IPR to the extent necessary to enable the Buyer to obtain the full benefits of ownership of any New IPRs. The Supplier shall procure that such licence shall permit subsequent sub-licensees to sub-license the Existing IPR and Third Party IPR on the same terms and subject to the same restrictions as under this paragraph to enable each further subsequent sub-licensee to obtain the full benefits of any New IPRs that are sub-licensed to them.
- 3.2 In respect of all Government Data, the Authority shall be the owner of all such Government Data and any Existing IPR and New IPR in such Government Data and any modifications, updates and amendments in relation to the same. The Supplier may

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not assign, license or otherwise deal with any Government Data or IPRs in such Government Data without the Authority's specific written consent.

- 3.3 The Supplier may only use its Existing IPR or any Third Party IPR (including COTS Software) in any New IPR if the Buyer has given its written consent in advance. Details of such Existing IPR and Third Party IPR (as applicable) and the applicable licensing terms shall be set out in the relevant Statement of Work.
- 3.4 The Supplier may only use Open Source Software in any New IPR or Specially Written Software if the Buyer has given its written consent in advance.
- 3.5 The Supplier shall ensure that all New IPR, Existing IPR and Third Party IPR licensed or assigned to the Buyer is able to be assigned, novated or otherwise transferred to:
- 3.5.1 any other Central Government Body, DHSC or any other Crown Body or any public or private sector body which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer; or
 - 3.5.2 any other public or private body.
- 3.6 Unless otherwise agreed by the Parties in writing, the Supplier shall ensure that all computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is suitable for publication by the Buyer as Open Source and based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source.
- 3.7 Nothing herein shall prevent the Supplier from using for any purpose that experience which is gained by its Personnel in providing the Services, or prevent the Supplier from providing similar services to others using the same or different Personnel.

3A Assignments granted by the Supplier: Specially Written Software

- 3A.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

3A.1.1 the Documentation, Source Code and the object code of the Specially Written Software; and

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3A.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the **"Software Supporting Materials"**).

3A.2 The Supplier shall:

3A.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

3A.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and object code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan or Statement of Work, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

3A.2.3 without prejudice to paragraph 3A.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software. Unless otherwise agreed in a Statement of Work the Supplier shall grant to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software.

3A.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

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3A.4 Where the Buyer approves the use of Third Party IPR that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Third Party IPR grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 3A.2.3. If the Supplier cannot obtain such a licence for the Buyer it shall:

3A.4.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

3A.4.2 only use such Third Party IPR as referred to at paragraph 3A.4.1 if the Buyer approves the terms of the licence from the relevant third party.

4. Document and Source Code Management Repository

- 4.1 The Parties shall work together to ensure that there is appropriate IPR asset management. Where the Supplier is working on the Buyer's system the Supplier shall comply with the Buyer's IPR asset management approach and procedures. Where the Supplier is working on the Supplier's system it will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice. Records and documentation associated with IPR asset management shall form part of the Deliverables associated with any Specially Written Software or New IPR.
- 4.2 The Supplier shall comply with any reasonable instructions given by the Buyer as to where it will store Documentation and Source Code, both finished and in progress, during the term of this Call-Off Contract, and at what frequency/intervals.
- 4.3 The Supplier shall ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.
- 4.4 The Supplier shall maintain a register of all Open Source Software used in the provision of the Deliverables in accordance with its IPR asset management obligations under this Contract.
- 4.5 The Supplier shall provide the Buyer with a copy of the IPR asset management information relating to the Deliverables on request by the Buyer, in a standard portable machine readable format.

5. Escrow

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- 5.1 The Supplier shall on request from the Buyer within 20 Working Days after the Start Date, deposit the Source Code of software that is the Supplier's Existing IPR or Third Party IPR in escrow with the National Computing Centre on their standard terms.
- 5.2 The Supplier shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited version is kept up to date as the Software is modified or upgraded. The Buyer shall pay the deposit and maintenance fees under the escrow agreement and the Supplier shall pay the release fees under the escrow agreement.
- 5.3 Where the Supplier is unable to procure compliance with the provisions of paragraph 5.1 in respect of any Third Party IPR, it shall provide the Buyer with written evidence of its inability to comply with these provisions and shall agree with the Buyer a suitable alternative to escrow that affords the Customer the nearest equivalent protection. The Supplier shall be excused from its obligations under paragraph 5.1 only to the extent that the parties have agreed on a suitable alternative.
- 5.4 In circumstances where the Buyer obtains the release of the Source Code from escrow, the Supplier hereby grants to the Buyer (on behalf of itself and the Replacement Supplier) a perpetual, assignable, royalty-free and non-exclusive licence to use, support, modify and enhance the Source Code version of the software to the extent necessary for the receipt of the Deliverables or any replacement services.

6. Information Sharing By the Buyer

- 6.1 The Supplier shall, if requested by the Buyer, provide such management information as is provided under Call-Off Schedule 15A (Health Supplier and Contract Management) to another Buyer or to any Central Government Body, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**"). The Supplier confirms and agrees that the Buyer may itself provide the Third Party Body with management information relating to the Deliverables, any payments made under this Contract, and any other information relevant to the operation of this Contract.
- 6.2 Upon receipt of management information supplied by the Supplier to the Buyer and/or the Third Party Body, or by the Buyer to the Third Party Body, the Parties hereby consent to the Third Party Body and the Buyer:
- 6.2.1 storing and analysing the management information and producing statistics; and

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- 6.2.2 sharing the management information or any statistics produced using the management information with any other Buyer or Central Government Body.
- 6.3 If the Third Party Body and/or the Buyer shares the management information or any other information provided under paragraph 6.2, any Buyer or Central Government Body receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Buyer to such other Buyer or Central Government Body, be informed of the confidential nature of that information by the Buyer and shall be requested by the Buyer not to disclose it to any body that is not a Buyer or Central Government Body (unless required to do so by Law).
- 6.4 Without limitation, the following additional information may be shared by the Buyer with Third Party Bodies subject to the terms of this Paragraph 6:
 - 6.4.1 the Buyer's requirements;
 - 6.4.2 the Supplier's rate card and summary cost information;
 - 6.4.3 the Buyer's spend information; and
 - 6.4.4 the Supplier's registration information on the procurement platform used by the Buyer for the purposes of this Call-Off Contract.

7. Malicious Software

- 7.1 The Supplier shall, 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 to check for, contain the spread of, and minimise the impact of Malicious Software.
- 7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 7.2 shall be borne by the Parties as follows:
 - 7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such

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Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

- 7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Government Data (whilst the Government Data was under the control of the Buyer).

8. Data Protection Impact Assessment Delivery and Assistance

- 8.1 Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data) and the Order Form, the Supplier shall provide a draft DPIA prior to Contract Award for each Deliverable under the Contract.
- 8.2 The Supplier shall update the DPIA to be complete for the agreed Deliverables and meeting all Law, prior to the Start Date of the Contract. The Supplier shall be responsible for updating the DPIA at each material change of the Deliverables (including but not limited to each release of new software) and following any Variation.

9. Third Party Rights for a Public Sector Data Processing

- 9.1 Further to Clause 19, where in Joint Schedule 11 (Processing Data) there is a third-party public sector Controller listed, the named third party public sector Controller will have CRTPA rights in relation to Data Protection Legislation obligations, where the Buyer has indicated this should be the case in the Order Form.
- 9.2 Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 9.1, the Buyer shall notify the Supplier that the rights are to be exercised.
- 9.3 The enforcement rights granted by Clause 9.1 are subject to the following restrictions and qualifications:
- 9.3.1 the Parties may vary, terminate or rescind the Call-Off Contract without the consent of any third party; and
- 9.3.2 the Buyer may, as agent or trustee, enforce any term of the Call-Off Contract on behalf of another such relevant third party to whom rights have been granted.

10. Data Protection Indemnity

- 10.1 The Supplier recognises that the Buyer (where controller) will have obligations to meet in Law in relation to any breach and communication to subjects and the ICO, as well as government obligations as to conduct and transparency. Clause 26.2 to 26.5

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inclusive of the Core Terms shall not apply in relation to any confidentiality or data protection indemnity provided by the Supplier including but not limited to Clause 14.8(e) of the Core Terms.

11. Confidentiality

- 11.1 It is recognised that the Health public sector is subject to National Health Service Act 2006 section 9, and in accordance with that statute does not put in place binding legal contracts.
- 11.2 In relation to Clause 15.5 of the Core Terms, the Buyer shall only be required to notify any public sector recipient that any confidential information is classed as confidential.

12. Premises

- 12.1 Where either Party uses the other Party's premises, such Party is liable for all Losses arising from any damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 12.2 The Supplier will use the Buyer Premises solely for the Call-Off Contract.
- 12.3 This clause does not create a tenancy or exclusive right of occupation.
- 12.4 While on the Buyer Premises, the Supplier will:
- 12.4.1 ensure the security of the premises;
 - 12.4.2 comply with Buyer requirements for the conduct of personnel;
 - 12.4.3 comply with any health and safety measures implemented by the Buyer;
 - 12.4.4 comply with any instructions from the Buyer on any necessary associated safety measures ; and
 - 12.4.5 notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 12.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.
- 12.6 All Supplier Equipment brought onto the Buyer Premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Supplier Equipment.

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13. Audit

- 13.1 The Buyer may Audit the Supplier at any time by giving notice in writing, such notice to set out details of the scope of such Audit and the details of the relevant Auditor.
- 13.2 Further to Clause 6.6, the Supplier must provide a copy of its Self Audit Certificate supported by an audit report to the Buyer at the end of each Contract Year.

14. Non-Solicitation of Employees or Contractors

- 14.1 The Supplier recognises that the Buyer invests a considerable amount of time, cost and effort in the recruitment and training of staff in the niche area of ICT health services in the public sector. Furthermore, the necessary recruitment governance activity and security checks result in a long lead time in onboarding new staff. Consequently, the Buyer has a legitimate business interest to prevent the unauthorised solicitation or employment or engagement of Restricted Staff.
- 14.2 In order to protect the legitimate business interests of the Buyer (and in particular the Confidential Information, goodwill and the stable trained workforce of each Party), the Supplier agrees that it shall not for the duration of the Call-Off Contract and for a period of 3 months after termination or expiry of this Call-Off Contract solicit or entice away from the employment or service or engagement of the Buyer any Restricted Staff, other than by means of a national advertising campaign open to all-comers and not specifically targeted at the Restricted Staff. The Supplier shall not be deemed to be in breach of this paragraph 14 where Restricted Staff are engaged in response to applying to a general advertising campaign.

15. Further consequences of Call-Off Contract Expiry or Termination

- 15.1 In addition to the provisions of Clause 10.5, at the end of the Call-Off Contract (howsoever arising), the Supplier must:
- 15.1.1 immediately return to the Buyer:
 - 15.1.1.1 all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under this Call-Off Contract;
 - 15.1.1.2 any materials created by the Supplier under this Call-Off Contract or work in progress where the IPRs are or will be owned by the Buyer; and
 - 15.1.1.3 all Buyer Assets provided to the Supplier by the Buyer in good working order.

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- 15.1.2 immediately upload any items that are or were due to be uploaded to the repository in accordance with paragraph 4 of this Schedule when this Call-Off Contract was terminated;
- 15.1.3 ensure that any Government Data returned under Clause 10.6.1(d) is, at the direction of the Buyer, provided to the Buyer and any Replacement Supplier with a complete and uncorrupted version of the Government Data in electronic form in the formats and on media agreed with the Buyer and any Replacement Supplier;
- 15.1.4 work with the Buyer on any work in progress and ensure an orderly transition of the Services to the Replacement Supplier;
- 15.1.5 provide all information requested by the Buyer on the provision of the Services so that:
 - 15.1.5.1 the Buyer is able to understand how the Services have been provided; and
 - 15.1.5.2 the Buyer and any Replacement Supplier can conduct due diligence.
- 15.2 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where this Call-Off Contract states otherwise.

16. Medical Devices

- 16.1 The Parties acknowledge that the Deliverables, Software and Services provided in accordance with this Contract may form part of a Medical Device which is owned by the Buyer.
- 16.2 As part of the Deliverables, the Supplier shall provide all reasonable assistance in the preparation of any documentation concerning the Deliverables, Software and Services as the Buyer may request from time to time to meet its obligations concerning any Medical Devices.

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Government
Legal Department

[BUYER]

and

[SUPPLIER]

ETHICAL WALLS AGREEMENT

DRAFTING INSTRUCTIONS: ETHICAL WALLS AGREEMENT	
[DELETE THIS INSTRUCTION TABLE BEFORE CIRCULATING]	
Applicability	This standard document has been written from the perspective of the Buyer. Its intended use is as an ethical walls agreement between a Government Department and an incumbent company which intends to submit a tender for a Further Competition Procedure for the Deliverables in question. It will need amending if one of the parties is an individual, partnership or a limited liability partnership (LLP).
Term	Clause 10.1 should be completed with the appropriate period of time being at least as long as the Further Competition Procedure will take to be completed.
Context	This document is a template and may require amendment to suit the circumstances of the transaction you are working on. Please ensure that this document is used in the correct context and amended to reflect that context where necessary. If you are using it as part of a suite of documents make sure that you have amended it to reflect the deal you are working on.
Required action	Highlighted text in this document requires action as follows: Optional provision to be deleted if not required or amended to reflect the circumstances; and Details to be inserted.

Version history:

Document last reviewed by GLD on 1 March 2020

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This Agreement is dated [] 20[]

Between

- (1) **[INSERT NAME OF BUYER]** (the "**Buyer**") [acting on behalf of the Crown] of [insert Buyer's address]; and
- (2) **[NAME OF SUPPLIER]** a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Supplier's registered address] (the "**Supplier**").

together the "**Parties**" and each a "**Party**".

BACKGROUND

- A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Public Contracts Regulations 2015 (as amended) (the **PCR**). The purpose of this document ("Agreement") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Further Competition Procedure.
- B. The Buyer is conducting a Further Procurement Procedure for the supply of Digital Capability for Health Deliverables under a Call-Off Contract (the "**Purpose**").
- C. The Buyer has an obligation to deal with conflicts of interest as set out in Regulation 24 (1) of the PCR. The concept of conflict of interest is wide. In the PCR it is described as covering at least *"any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure"* (Regulation 24(2)). *"Staff members"* refers to staff members of the Buyer or of a procurement service provider acting on behalf of the Buyer who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure. *"Procurement service provider"* refers to a public or private body which offers ancillary purchasing activities on the market.
- D. Pursuant to Regulation 41 of the PCR, the Buyer is under an obligation to ensure that competition is not distorted by the participation of any Framework Contract supplier acting as a bidder in a further competition procedure. Accordingly, the Buyer has

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identified that a potential distortion of competition could arise as a consequence of a bidder wishing to submit a Tender for this Further Competition Procedure, where it has also performed services for the Buyer under existing contractual arrangements or as a subcontractor under those same arrangements.

- E. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:**1 DEFINITIONS AND INTERPRETATION**

- 1.1 The following words and expressions shall have the following meanings in this agreement and its recitals:

“Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

“Agreement” means this ethical walls agreement duly executed by the Parties;

“Bid Team” means any Supplier, Affiliate, connected to the preparation of an FCP Response;

“Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a) Government Department;
- b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c) Non-Ministerial Department; or
- d) Executive Agency;

“Conflicted Personnel” means any Supplier, Affiliate, staff or agents of the Supplier or an Affiliate who, because of the Supplier’s relationship with the Buyer under any

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Contract have or have had access to information which creates or may create a conflict of interest;

“Contract” means the [contract for []] dated [] between the Buyer and the Supplier and/or an Affiliate;

“Control” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **“Controls”** and **“Controlled”** shall be interpreted accordingly;

“Effective Date” means the date of this Agreement as set out above;

“Further Competition Procedure” or **“FCP”** means an invitation to submit tenders issued by the Buyer as part of an FCP Process;

“FCP Process” means, with regard to the Purpose, the relevant procedure provided for in Framework Schedule 7 (Call-Off Award Procedure) of RM6221 Framework Contract which the Buyer has elected to use to select a contractor, together with all relevant information, correspondence and/or documents issued by the Buyer as part of that procurement exercise, all information, correspondence and/or documents issued by the bidders in response together with any resulting contract;

“FCP Response” means the tender submitted or to be submitted by the Supplier or an Affiliate [(or, where relevant, by an Other Bidder)] in response to an FCP;

“Other Affiliate” any person who is a subsidiary, subsidiary undertaking or holding company of any Other Bidder;

“Other Bidder” means any other bidder or potential bidder that is not the Supplier or any Affiliate that has or is taking part in the FCP Process;

“Parties” means the Buyer and the Supplier;

“Professional Advisor” means a supplier, subcontractor, advisor or consultant engaged by the Supplier under the auspices of compiling its FCP Response;

“Purpose” has the meaning given to it in recital B to this Agreement;

“Representative” refers to a person's officers, directors, employees, advisers and agents and, where the context admits, providers or potential providers of finance to the

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Supplier or any Affiliate in connection with the FCP Process and the representatives of such providers or potential providers of finance; and

“Third Party” means any person who is not a Party and includes Other Affiliates and Other Bidders.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Buyer or the Supplier includes disclosure, or provision of access, by or to the representatives of the Buyer or Representatives of the Supplier (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms “associate”, “holding company”, “subsidiary”, “subsidiary undertaking” and “wholly owned subsidiary” have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
- 1.10 The words “include” and “including” are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

2 ETHICAL WALLS

- 2.1 In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Supplier:

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- 2.1.1 shall take all appropriate steps to ensure that neither the Supplier nor its Affiliates and/or Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its Affiliates or Representatives and the duties owed to the Buyer under the Contract or pursuant to an fair and transparent FCP Process;
 - 2.1.2 acknowledges and agrees that a conflict of interest may arise in situations where the Supplier or an Affiliate intends to take part in the FCP Process and, because of the Supplier's relationship with the Buyer under any Contract, the Supplier, its Affiliates and/or Representatives have or have had access to information which could provide the Supplier and/or its Affiliates with an advantage and render unfair an otherwise genuine and fair competitive FCP Process; and
 - 2.1.3 where there is or is likely to be a conflict of interest or the perception of a conflict of interest of any kind in relation to the FCP Process, shall comply with Clause 2.2.
- 2.2 The Supplier shall:
- 2.2.1 Not assign any of the Conflicted Personnel to the Bid Team at any time;
 - 2.2.2 Provide to the Buyer a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;
 - 2.2.3 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates results in information of any kind or in any format and however so stored:
 - (a) about the Contract, its performance, operation and all matters connected or ancillary to it becoming available to the Bid Team; and/or
 - (b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the FCP Process becoming available to the Bid Team;
 - 2.2.4 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates and in particular the Bid Team results in information of any kind or in any format and however so stored about the FCP Process, its operation and all

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matters connected or ancillary to it becoming available to the Conflicted Personnel;

- 2.2.5 Ensure that confidentiality agreements which flow down the Supplier's obligations in this Agreement are entered into as necessary between the Buyer and the Supplier, its Affiliates, its staff, agents, any Conflicted Personnel, and between any other parties necessary in a form to be prescribed by the Buyer;
 - 2.2.6 physically separate the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
 - 2.2.7 provide regular training to its staff, agents and its Affiliates to ensure it is complying with this Agreement;
 - 2.2.8 monitor Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement ensure adherence to the ethical wall arrangements;
 - 2.2.9 ensure that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
 - 2.2.10 comply with any other action as the Buyer, acting reasonably, may direct.
- 2.3 In addition to the obligations set out in Clause 2.1.1 and 2.1.3, the Supplier shall:
- 2.3.1 notify the Buyer immediately of all perceived, potential and/or actual conflicts of interest that arise;
 - 2.3.2 submit in writing to the Buyer full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that have been established and/or are due to be established to eliminate the conflict and the Supplier's plans to prevent future conflicts of interests from arising; and
 - 2.3.3 seek the Buyer's approval thereto,
- which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer denies its approval the Supplier shall repeat the process set out in clause 2.3 until such time as the Buyer grants approval or the Supplier withdraws from the FCP Process).

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- 2.4 Any breach of Clause 2.1, Clause 2.2 or Clause 2.3 shall entitle the Buyer to exclude the Supplier or any Affiliate or Representative from the FCP Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary where, in the reasonable opinion of the Buyer there has been a breach of Clause 2.1, Clause 2.2 or Clause 2.3.
- 2.5 The Supplier will provide, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.1 and 2.2 as reasonably requested by the Buyer.
- 2.6 The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.1.3 and 2.2.
- 2.7 The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.
- 2.8 The actions of the Buyer pursuant to Clause 2.4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Buyer.
- 2.9 In no event shall the Buyer be liable for any bid costs incurred by:
- 2.9.1 the Supplier or any Affiliate or Representative; or
- 2.9.2 any Other Bidder, Other Affiliate or Other Representative,
- as a result of any breach by the Supplier, Affiliate or Representative of this Agreement, including, without limitation, where the Supplier or any Affiliate or Representative, or any Other Bidder, Other Affiliate or Other Representative are excluded from the FCP Process.
- 2.10 The Supplier acknowledges and agrees that:
- 2.10.1 neither damages nor specific performance are adequate remedies in the event of its breach of the obligations in Clause 2; and
- 2.10.2 in the event of such breach by the Supplier of any of its obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate this Agreement and the Supplier's participation in the FCP Process.

3 SOLE RESPONSIBILITY

- 3.1 It is the sole responsibility of the Supplier to comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier or any Affiliate or Representative to the Buyer shall discharge the Supplier's obligations.

4 WAIVER AND INVALIDITY

- 4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
- 4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

5 ASSIGNMENT AND NOVATION

- 5.1 Subject to Clause 5.2 the Parties shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.
- 5.2 The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
- 5.2.1 any Central Government Body; or
 - 5.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and
 - 5.2.3 the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.

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- 5.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect any right remedy of any person which exists or is available otherwise than pursuant to that Act.

7 TRANSPARENCY

- 7.1 The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the PCR to run transparent and fair procurement processes. Accordingly, the Buyer may disclose the contents of this Agreement to potential bidders in the FCP Process, for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

8 NOTICES

- 8.1 Any notices sent under this Agreement must be in writing.
- 8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	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.

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Manner of Delivery	Deemed time of service	Proof of service
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.
Prepaid, 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.

- 8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Supplier	Buyer
Contact		
Address		
Email		

- 8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

9 WAIVER AND CUMULATIVE REMEDIES

9.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended and what is waived. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

10 TERM

10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [] years from the Effective Date.

11 GOVERNING LAW AND JURISDICTION

11.1 This Agreement 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.

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Buyer

Name:

Signature:

Position in Buyer:

Signed by the Supplier

Name:

Signature:

Position in Supplier:

Joint Schedule 1 (Definitions)
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Joint Schedule 1 (Definitions)

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

Joint Schedule 1 (Definitions)

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1.3.12 in entering into a Contract the Relevant Authority is acting as part of the Crown; and

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

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

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

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

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Joint Schedule 1 (Definitions)

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	<p>proposed or actual variations to them in accordance with the Contract);</p> <p>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</p> <p>c) verify the Open Book Data;</p> <p>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>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 Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>

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Joint Schedule 1 (Definitions)

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"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Balanced Scorecard"	a tool for Call-Off Contract management activity, through measurement of a Supplier's performance against key performance indicator, which the Buyer and Supplier may agree at the Call-Off Contract Start Date;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the latter of the scheduled date of the end of a Call-Off Contract as stated in the Order Form or the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;

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Joint Schedule 1 (Definitions)

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"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Cap"	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope;
"Capped Time and Materials"	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; d) Executive Agency; or e) NHSx;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;

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Joint Schedule 1 (Definitions)

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"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

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	<p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> a) base salary paid to the Supplier Staff; b) employer's National Insurance contributions; c) pension contributions; d) car allowances; e) any other contractual employment benefits; f) staff training; g) work place accommodation; h) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and i) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> (i) Overhead; (ii) financing or similar costs; (iii) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; (iv) taxation; (v) fines and penalties; (vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
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"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13A (Health Implementation Plan and Testing) or Call-Off Schedule (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;

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"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

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"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 11.2 : a) in the first Contract Year, the Estimated Year 1 Charges; or b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Fixed Price"	the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price which shall cover all work performed and Deliverables required to be provided by the Supplier Staff and all materials used in the project, no matter how

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	much work us required to complete each identified Deliverable within the agreed scope;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from 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 a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a Central Government Body, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;

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"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>a) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>

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"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13A (Health Implementation Plan and Testing) or Call-Off Schedule 13B (Implementation Plan and Testing), as applicable, where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incremental Fixed Price"	the pricing mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;

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Project Version: v1.0

Model Version: v3.7

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"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent</p>

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	<p>amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs (whether registrable or otherwise), Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>

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"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Joint Control"	where two or more Controllers agree to jointly determine the purposes and means of Processing Personal Data;
"Key Staff"	the individuals (if any) identified as such in the Order Form and any Statement of Work;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"KPI Target"	a key performance indicator target included in the Balanced Scorecard;
"Law"	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 relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;

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"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan or Statement of Work;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Misconduct"	has the meaning given to it in Paragraph 7.2 of Framework Schedule 7 (Call-Off Award Procedures);
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>

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"NHSx"	means a joint unit bring together teams from the Department of Health and Social Care and NHS England and NHS Improvement to drive the digital transformation of care;
"Occasion of Tax Non-Compliance"	<p>where:</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 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> a) 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; b) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or 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 Start Date or to a civil penalty for fraud or evasion;
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <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 Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> a) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; b) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; c) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and d) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;

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	<p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6A (Health Order Form Template, SOW Template and Call-Off Schedules) or Framework Schedule 6B (Order Form Template, SOW Template and Call-Off Schedules), as applicable;
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;

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"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1, as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> a) induce that person to perform improperly a relevant function or activity; or b) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: <ul style="list-style-type: none"> a) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or b) under legislation or common law concerning fraudulent acts; or c) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly

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	assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or, Call-Off Schedule 9A (Health Security) or Call-Off Schedule 9B (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant

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"Confidential Information"	<p>Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Restricted Staff"	any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;

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"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13A (Health Implementation Plan and Testing) or Call-Off Schedule 13B (Implementation Plan and Testing), as applicable, or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9A (Health Security) or Call-Off Schedule 9B (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Service Provision"	one or more of the service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;

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"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <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 same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Framework Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Statement of Works" "(SOW)"	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);
"Storage Media"	the part of any device that is capable of storing and retrieving data;

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Joint Schedule 1 (Definitions)

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"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; 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 a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;

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"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and

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	b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Time and Materials"	a pricing mechanism where by the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, 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 Deliverables;

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Joint Schedule 1 (Definitions)

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"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

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Joint Schedule 2 (Variation Form)

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

Contract Details							
This variation is between:	[delete] as applicable: CCS / Buyer] ("CCS" / "the Buyer") And [insert] name of Supplier] ("the Supplier")						
Contract name:	[insert] name of contract to be changed] ("the Contract")						
Contract reference number:	[insert] contract reference number]						
[Statement of Work (SOW) reference:]	[insert] SOW reference number and title (if applicable) or delete row]						
[Buyer reference:]	[insert] cost centre/portfolio codes as appropriate]						
Details of Proposed Variation							
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]						
Variation number:	[insert] variation number]						
Date variation is raised:	[insert] date]						
Proposed variation	[insert] detail here or use Annex 1 below]						
Reason for the variation:	[insert] reason]						
An Impact Assessment shall be provided within:	[insert] number] days						
Impact of Variation							
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]						
Outcome of Variation							
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] • [reference Annex 1 as appropriate] 						
Financial variation:	<table border="1"> <tr> <td>Original Contract Value:</td> <td>£ [insert] amount]</td> </tr> <tr> <td>Additional cost due to variation:</td> <td>£ [insert] amount]</td> </tr> <tr> <td>New Contract value:</td> <td>£ [insert] amount]</td> </tr> </table>	Original Contract Value:	£ [insert] amount]	Additional cost due to variation:	£ [insert] amount]	New Contract value:	£ [insert] amount]
Original Contract Value:	£ [insert] amount]						
Additional cost due to variation:	£ [insert] amount]						
New Contract value:	£ [insert] amount]						
[Timescale variation/s:]	[insert] changes to dates/milestones or delete row]						

Joint Schedule 2 (Variation Form)

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1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Buyer Signature

|

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

Supplier Signature

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Joint Schedule 2 (Variation Form)

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ANNEX 1

[insert details as required]

Joint Schedule 3 (Insurance Requirements)

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Joint Schedule 3 (Insurance Requirements)**1. The insurance the Supplier needs to have**

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

2. How to manage the insurance

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

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Joint Schedule 3 (Insurance Requirements)

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evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if the Supplier is not insured

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

4. Evidence of insurance to be provided

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

5. Required amount of insurance

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in

Joint Schedule 3 (Insurance Requirements)

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dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

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

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
	18/01/21	Attachment 3 Pricing Matrix / Rate Card, Attachment 2b Evidence of Contract Example	Term of Framework, plus three years (with personal information to be protected at all times in accordance with applicable data protection laws and regulations)"

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Joint Schedule 4 (Commercially Sensitive Information)
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Joint Schedule 5 (Corporate Social Responsibility)

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Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;

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Joint Schedule 5 (Corporate Social Responsibility)

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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure all workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

Joint Schedule 5 (Corporate Social Responsibility)

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4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

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

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account:

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

by individuals and by the Supplier Staff as a whole;

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

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

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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

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Joint Schedule 5 (Corporate Social Responsibility)

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6. Sustainability

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 21 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.4.6 (where applicable) the Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

Joint Schedule 6 (Key Subcontractors)

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- 1.5 If requested by CCS and/or the Buyer, within 10 Working Days, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) 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
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the buyer can end this contract) and 10.5 (When the supplier can end the contract) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

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Joint Schedule 7 (Financial Difficulties)**1. Definitions**

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

"Credit Rating Threshold"

the minimum credit rating level for the Monitored Company as set out in Annex 2 and

"Financial Distress Event"

the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
 - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by the Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or

Joint Schedule 7 (Financial Difficulties)

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- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

"Monitored Company"

Supplier or any Key Subcontractor

"Rating Agencies"

the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive:
 - 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
 - 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with sufficient working accounts to allow further validation of financial status to be undertaken.

Joint Schedule 7 (Financial Difficulties)

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3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS and Buyers in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - 4.3.2 where CCS or Buyers reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 which CCS may share with Buyers) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

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Joint Schedule 7 (Financial Difficulties)

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- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

Joint Schedule 7 (Financial Difficulties)

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5. When CCS or the Buyer can terminate for financial distress

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
- 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5;
 - 5.1.3 in the case of the Buyer, the Supplier fails to agree a Financial Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) that ensures the continued performance of the Contract and delivery of the Deliverables under its Contract; and/or
 - 5.1.4 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

DUN & BRADSTREET

Joint Schedule 7 (Financial Difficulties)
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ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	[REDACTED]

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Joint Schedule 8 (Guarantee)

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Joint Schedule 8 (Guarantee)

Not Used

Joint Schedule 10 (Rectification Plan)

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Joint Schedule 10 (Rectification Plan)

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

Joint Schedule 10 (Rectification Plan)

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

Joint Schedule 11 (Processing Data)

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

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

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

Where one Party is Controller and the other Party its Processor

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

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Joint Schedule 11 (Processing Data)

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If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

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

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Joint Schedule 11 (Processing Data)

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- uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to Paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under Paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event; and/or

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Joint Schedule 11 (Processing Data)

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

Joint Schedule 11 (Processing Data)

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Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

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

Joint Schedule 11 (Processing Data)

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GDPR and shall make the record available to the other Party upon reasonable request.

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

Joint Schedule 11 (Processing Data)

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

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Annex 1 - Processing Personal Data Template

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are [REDACTED] email: nhsdigital.dpo@nhs.net
- 1.2 The contact details of the Supplier's Data Protection Officer are: DataPrivacyOfficer@accenture.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>NHS Digital is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, NHS Digital is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>Any information accessed on NHS Digital systems as part of the Services, including:</i></p> <ul style="list-style-type: none"> • <i>Patient / citizen : demographics data: NHS number, name, address, postcode, language preferences and contact information relation to subjects.</i> • <i>Patient / citizen: clinical data: NHS number, details of subject's health, historic information regarding subject's health.</i> • <i>NHS Digital staff information</i> • <i>Wider NHS staff information</i> <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry. To note, NHS Digital may solely be a processor to another government controller, and in which case the Supplier shall remain NHS Digital's processor (i.e., a sub-processor).</p>
	<p>NHS Digital is not the Supplier's processor for any information assets.</p>

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	The Parties are not Joint Controllers for any information assets.
	<p>The Parties are Independent Controllers of the following Personal Data:</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <i>business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements).</i>
Duration of the Processing	<p><i>For the duration of the Contract only.</i></p> <p><i>Save for data specified above where the Parties are specified as 'Independent Controllers', where each Party shall retain post Contract for their own business purposes.</i></p>
Nature and purposes of the Processing	<p><i>The purpose of the Processing is:</i></p> <ul style="list-style-type: none"> <i>the delivery of all of NHS Digital platforms day-to-day operations (running the service including incident management utilising NHS Digital's Service Management toolkit);</i> <i>ongoing maintenance within agreed service level agreements to maintain 24x7x365 user availability;</i> <i>the development and safe delivery of transformation activity into live service from NHS Digital's prioritised backlog and from other transformation drivers.</i> <p><i>The nature of the Processing may include activities such as:</i></p> <ul style="list-style-type: none"> <i>collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation,</i> <i>use, alignment or combination, restriction,</i>

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	<ul style="list-style-type: none"> • <i>modification of data,</i> <p><i>The following processing activities shall not occur unless specifically required in writing by NHS Digital:</i></p> <ul style="list-style-type: none"> • <i>disclosure by transmission, dissemination or otherwise making available;</i> • <i>erasure or destruction of entire data set (whether or not by automated means) etc.</i>
Type of Personal Data	<p><i>NHS Digital information assets include datasets relating to employees, NHS staff, patients and the public, including the following broad categories:</i></p> <ul style="list-style-type: none"> • <i>Patient / citizen : demographics information, NHS number, name, address, postcode, date of birth, NI number, telephone number, email address, access and language preferences.</i> • <i>Patient / citizen: security and logon information.</i> • <i>Patient / citizen: clinical information, images, biometric data, clinical data (current and historic), communications.</i> • <i>NHS Digital staff: pay, contact details, employment information, logon and security information.</i> • <i>Wider NHS Staff : contact details, employment information, logon and security information, security information.</i> • <i>Supplier staff providing systems and services to NHS Digital and the wider NHS: business contact information, educational achievement, security information.</i> <p><i>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry.</i></p>
Categories of Data Subject	<p><i>Dependant on the platform, categories of data subject include:</i></p> <ul style="list-style-type: none"> • <i>NHS Digital staff (including volunteers, agents, and temporary workers).</i> • <i>Wider NHS staff (including volunteers, agents, and temporary workers).</i>

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	<ul style="list-style-type: none"> <i>Patients / citizens: residents of England, Wales,, Scotland and Northern Ireland. Supplier staff providing systems and services to NHS Digital and the wider NHS.</i> <i>Manufacturing inventory and product details, including some commercially sensitive data.</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The personal data will remain on NHS Digital controlled platforms and subject to NHS Digital security. No data will be removed by the Supplier from the NHS Digital controlled platforms.</p> <p>Save that the Supplier may retain the business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements).</p> <p>Save that. NHS Digital may retain the business contact details of Supplier Personnel for which the Supplier is the Controller.</p>

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Annex 2 - Joint Controller Agreement**1. Joint Controller Status and Allocation of Responsibilities**

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

1.2 The Parties agree that the Relevant Authority:

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

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

2. Undertakings of both Parties

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

- (a) report to the other Party every 3 months on:

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

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

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject before disclosing or transferring the Personal Data to the third party. For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

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- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Law;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming

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aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

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

(b) all reasonable assistance, including:

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

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

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4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Law; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

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

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

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

7. Liabilities for Data Protection Breach

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

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- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

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

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

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

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

9. Termination

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

10. Sub-Processing

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

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Law.

11. Data Retention

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

Joint Schedule 12 (Supply Chain Visibility)

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Joint Schedule 12 (Supply Chain Visibility)**1. Definitions**

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

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Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat