

CCMK16A07 GCS Modern Communications Operating Model (MCOM) Skills Survey
Appendix C – Conditions of Contract
UK SBS Framework for the Provision of Market Research Services



ORDER FORM
Framework Agreement

FROM

Authority	Cabinet Office
Service Address	1 Horse Guards Road, London, SW1A 2HQ
Invoice Address	SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY5 3TA
Contact Ref:	Name: Phone: E-mail: @cabinetoffice.gov.uk
Order Number	To be quoted on all correspondence relating to this Order: CCMK16A07
Order Date	

TO

Provider:	
For the attention of: E-mail Telephone number	
Address	

1. SERVICES REQUIREMENTS
(1.1) Services and Deliverables Required:

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As stated in Appendix B of the ITT
(1.2) Commencement Date:
(1.3) Price Payable by Authority
(1.4) Completion Date:

2 ADDITIONAL REQUIREMENTS
(2.1) Supplemental Requirements in addition to Call-Off Terms and Conditions:
(2.2) Variations to Call-Off Terms and Conditions

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
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For and on behalf of the Authority-

Name and Title	
Signature	
Date	

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SCHEDULE 5

CALL-OFF TERMS AND CONDITIONS

As contained in this Framework Agreement, and any subsequent amendments or revisions, from time to time, pursuant to the delivery of Services within this Framework Agreement.

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SCHEDULE 6

MANAGEMENT INFORMATION (MI) REQUIREMENTS

Management Information Required	Frequency/Date Required
Contractor Financial Assurance Declaration	Within one month of submitting annual returns and accounts for the organisation to Companies House; or within 10 months of the end of the Contractor’s accounting year where Contractors are not required to submit form AR01 to Companies House.
Full and final Security Plan	Within 20 Working Days after the Commencement Date and reviewed at least annually thereafter.

Appendix A – Annual Financial Assurance Declaration

Where the Provider has more than one contract with the Authority the information and returns detailed in this section will only be required at an organisational level not contract level.

1 Financial information required on an ongoing or annual basis

- 1.1 The Provider is required to disclose material changes to the organisation that impact on the ongoing financial viability including details of the revenue replacement strategy and impact awareness on the organisation’s profitability and stability where significant contracts are due to end.
- 1.2 The Provider is required to notify UK SBS immediately of proposed changes to the organisational control or group structure, proposed mergers or acquisitions or proposed changes to the Provider’s financial viability.
- 1.3 The Provider is required to disclose value and details of Services performed, that was not part of this Framework Agreement, but could have reasonably been actioned as a Call-Off Contract through this Framework.
- 1.4 The Provider is required to disclose all expenses incurred, whether direct or indirect in the execution of a Call-Off Contract, and give assurance to UK SBS that the Provider is making best endeavours to ensure adherence to the UK SBS Travel and Expenses policy.

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2 Annual Assurance Declaration

2.1 The Provider will complete and return the Annual Assurance Declaration to:

UK Shared Business Services Ltd (UK SBS)
North Star House,
North Star Avenue,
Swindon,
Wiltshire, SN2 1FF

Or e-mail to
research@uksbs.co.uk

Annex 1

1 Information from Providers who are not required to submit form AR01 to Companies House

1.1 Where Providers are not required to submit form AR01 to Companies House, they must supply a copy of the Annual Accounts as appropriate for the Country in which they are registered, including Balance Sheets and Profit and Loss Accounts with associated accounting policies and notes to the accounts within the ten (10) Months of the end of the accounting period, together with the following information:

- Organisation name in full
- Registered Company number (if any)
- Annual Return made up date
- Principal Business Activities – give a brief description of your business activities
- Company Type e.g. Public or Private
- Registered Office Address of the Organisation
- The address where the organisation keeps company records if not at the Registered Office
- The name and address of the company secretary, where applicable
- For all Company Directors provide details including name, country/state of residence, nationality, date of birth and business occupation of all the company's directors

1.2 If the company has share capital, the annual return must also contain:

- Information about the issued share capital; and
- Details of the shareholders.

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Annex 2

Annual Provider Financial Assurance Declaration

Provider's name:

Provider's address:

1. We enclose the following documents for UK SBS –

Document required	Explanation if not supplied
a) Annual Accounts	
b) Annual Return	
c) Forecast Accounts	
d) Current Borrowing	
e) Supply chain monitoring	

2. We declare that the information supplied to UK SBS provides a complete, true and fair view of the Organisation's financial position and performance for the year ending
3. We have declared to UK SBS any proposed changes to the control or structure of the Organisation, proposed mergers or acquisitions, or any changes to the Organisation's Financial Viability. We have disclosed any material changes to borrowing potential / overdraft facility. We have disclosed to UK SBS our supply chain monitoring process and any material changes to our supply chain.

Signed:.....

Name:.....

Position in Organisation:.....

On behalf of:.....

Date:.....

SCHEDULE 7

COMMERCIALLY SENSITIVE INFORMATION

- 1 UK SBS acknowledges that the Provider has requested that the following information be treated as Commercially Sensitive Information;

[To be inserted at contract award stage]

Document	Page Number	Section	Condition or paragraph number	Explanation of harm which may result from disclosure and time period applicable to any sensitivity

- 2 UK SBS may consult with the Provider on any request for information, identified as Commercially Sensitive, under the FOIA.
- 3 UK SBS reserves the right to disclose any Commercially Sensitive Information held within this Framework Agreement in response to a request under the FOIA as set out at Clauses C2-2 and C6 of this Agreement.
- 4 UK SBS will automatically publish all information provided by the Provider **not** identified in this Schedule as constituting Commercially Sensitive Information provided that it satisfies the requirements of the FOIA.
- 5 UK SBS reserves the right to determine whether any information provided in this Schedule does constitute Commercially Sensitive Information prior to publication.

SCHEDULE 8

FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. Introduction

- 1.1 Schedule 8 details the scope of the variations permitted and the process to be followed where UK SBS proposes a variation to the Framework Agreement.
- 1.2 UK SBS may propose a variation to the Framework Agreement under Schedule 8 only where the variation does not amount to a material change in the Framework Agreement or the Services.

2. Procedure for proposing a Variation

- 2.1 Except where paragraph 5 applies, UK SBS may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, UK SBS shall serve each Services Framework Provider with a Notice of Variation.
- 2.3 The Notice of Variation shall:-
 - 2.3.1 contain details of the proposed variation providing sufficient information to allow each Services Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - 2.3.2 require each Services Framework Provider to notify UK SBS within thirty (30) days of any proposed changes to the prices set out in its Pricing Matrices.
- 2.4 Upon receipt of the Notice of Variation, each Services Framework Provider has thirty (30) days to respond in writing with any objections to the variation.
- 2.5 Where UK SBS does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, UK SBS may then serve each Services Framework Provider with a written agreement detailing the variation to be signed and returned by each Services Framework Provider within thirty (30) days of receipt.
- 2.6 Upon receipt of a signed agreement from each Services Framework Provider, UK SBS shall notify all Services Framework Providers in writing of the commencement date of the variation.

3. Objections to a Variation

- 3.1 In the event that UK SBS receives one or more written objections to a variation, UK SBS may:-
 - 3.1.1 withdraw the proposed variation; or
 - 3.1.2 propose an amendment to the variation.

4. Changes to the Pricing Matrices

- 4.1 Where a Services Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, UK SBS may require further evidence from the Services Framework Provider that any additional costs to the Services Framework Provider will be kept to a minimum.
- 4.2 UK SBS may require the Services Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to The Services Framework Provider's Pricing Matrices is agreed by UK SBS, UK SBS shall notify its acceptance of the change to the Services Framework Provider in writing.
- 4.4 In the event that UK SBS and the Services Framework Provider cannot agree to the changes to the Pricing Matrices, UK SBS may:-

- 4.4.1 withdraw the variation; or

- 4.4.2 propose an amendment to the variation

5. **Variations which are not permitted**

- 5.1 In addition to the provisions contained in paragraph 1.2, UK SBS may not propose any variation which:-
 - 5.1.1 may prevent one or more of the Services Framework Providers from performing its obligations under the Framework Agreement; or
 - 5.1.2 is in contravention of any Law.

SCHEDULE 9

SECURITY REQUIREMENTS AND PLAN

A condition of any call off will be that the original Security Plan (identified in the RFQ Part E Specification with Bidders Response) and also at Appendix 1 will need to be updated as necessary and resubmitted with a bid unless the decision has been taken in advance that a Generic Security Accreditation Document (GSAD) will be appropriate. Information regarding GSADs will be made available if applicable to the call off contract.

UK SBS will expect Providers to achieve compliance in this process within twenty (20) Working Days see Security Plan Development paragraph 3.3 of being awarded to this Framework Agreement. However, the Provider should also be able to demonstrate compliance already achieved during the Call-Off phase, should they subsequently be awarded a contract.

1 Introduction

- 1.1 This schedule covers;
- a) Principles of security for the Provider system, derived from the Security Policy, including without limitation principles of physical and information security;
 - b) The creation of the Security Plan;
 - c) Audit and testing of the Security Plan;
 - d) Conformance to ISO/IEC: 27002 (Information Security Code of Practice) and ISO/IEC 27001 (Information Security Requirements Specification) (Standard Specification); and
 - e) Breaches of security.

2 Principles of Security

- 2.1 The Provider acknowledges that UK SBS places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Provider System. The Provider also acknowledges the confidentiality of UK SBS's Data.
- 2.2 The Provider shall be responsible for the security of the Provider System and shall at all times provide a level of security which;
- a) is in accordance with Good Industry Practice and Law;
 - b) complies with the Security Policy;
 - c) meets any specific security threats to the Provider System.
- 2.3 Without limiting paragraph 2.2, the Provider shall at all times ensure that the level of security employed in the provision of the Services is appropriate to minimise the following risks:
- a) loss of integrity of Authority Data;
 - b) loss of confidentiality of Authority Data;

- c) unauthorised access to, use of, or interference with Authority Data by any person or organisation;
- d) unauthorised access to network elements and buildings;
- e) use of the Provider System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
- f) loss of availability of Authority Data due to any failure or compromise of the Services.

3 Security Plan

Introduction

- 3.1 The Provider shall develop, implement and maintain a Security Plan to apply during the Term, which will be approved by UK SBS, tested, periodically updated and audited in accordance with this Schedule.
- 3.2 A draft Security Plan provided by the Provider as part of its bid is set out in Appendix 1.

Development

- 3.3 Within twenty (20) Working Days after the Commencement Date and in accordance with paragraphs 3.10 to 3.12 (Amendment and Revision), the Provider will prepare and deliver to UK SBS for approval the full and final Security Plan which will be based on the draft Security Plan set out in Appendix 1.
- 3.4 If the Security Plan is approved by UK SBS it will be adopted immediately. If the Security Plan is not approved by UK SBS the Provider shall amend it within ten (10) Working Days of a notice of non-approval from UK SBS and re-submit to UK SBS for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to UK SBS. If UK SBS does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 37 Dispute Resolution. No approval to be given by UK SBS pursuant to this paragraph 3.4 of this schedule may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.9 shall be deemed to be reasonable.

Content

- 3.5 The Security Plan will set out the security measures in place by the Provider in relation to the Framework Agreement and shall at all times comply with:
 - a) the provisions of this Framework Agreement and this schedule (including the principles set out in paragraph 2);
 - b) the provisions of Appendix 1 relating to security;
 - c) ISO/IEC27002 and ISO/IEC27001;
 - d) the data protection compliance guidance produced by UK SBS;
- 3.6 The references to standards, guidance and policies set out in paragraph 3.5 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.
- 3.7 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Provider should notify UK SBS's representative of such inconsistency immediately upon becoming aware of the same, and UK SBS's representative shall, as soon as practicable, advise the Provider which provision the Provider shall be required to comply with.

- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001.
- 3.9 Where the Security Plan references any document which is not in the possession of UK SBS, a copy of the document will be made available to UK SBS upon request. The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Provider and UK SBS engaged in the Services and shall not reference any other documents which are not either in the possession of UK SBS or otherwise specified in this schedule.

Amendment and Revision

- 3.10 The Security Plan will be fully reviewed and updated by the Provider annually or from time to time to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any new perceived or changed threats to the Provider System;
 - c) a reasonable request by UK SBS;
- 3.11 The Provider will provide UK SBS with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to UK SBS.
- 3.12 Any change or amendment which the Provider proposes to make to the Security Plan as a result of an Authority request or change to the Appendix 1 or otherwise shall be subject to the Framework Agreement Variation Procedure (Schedule 8) and shall not be implemented until approved in writing by UK SBS.

4 Audit and Testing

- 4.1 The Provider shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with UK SBS.
- 4.2 UK SBS shall be entitled to send a representative to witness the conduct of the Security Tests. The Provider shall provide UK SBS with the results of such tests (in a form approved by UK SBS in advance) as soon as practicable after completion of each Security Test.
- 4.3 Where any Security Test carried out pursuant to paragraphs 4.2 above reveals any actual or potential security failure or weaknesses, the Provider shall promptly notify UK SBS of any changes to the Security Plan (and the implementation thereof) which the Provider proposes to make in order to correct such failure or weakness. Subject to UK SBS's approval in accordance with paragraph 3.12, the Provider shall implement such changes to the Security Plan in accordance with the timetable agreed with UK SBS or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy or security requirements, the change to the Security Plan shall be at no additional cost to UK SBS. For the purposes of this paragraph 4, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

5 Breach of Security

- 5.1 Either party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.

5.2 Upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Provider shall;

- a) immediately take all reasonable steps necessary to;
 - i) remedy such breach against any such potential or attempted breach or threat; and
 - ii) prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by UK SBS. In the event that such action is taken in response to a breach that is determined by UK SBS acting reasonably not to be covered by the obligations of the Provider under this Framework, then the Provider shall be entitled to refer the matter to the Framework Agreement Variation Procedure (Schedule 8).

- b) as soon as reasonably practicable provide to UK SBS full details (using such reporting mechanism as may be specified by UK SBS from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

Appendix 1 – Draft Framework Security Plan

[InfoNote As provided by Provider as part of its bid]

Appendix 2 - SECURITY POLICY FOR PROVIDERS

1. UK SBS treats its information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in

electronic, magnetic, optical or tangible media, together with any Personal Data for which the UK SBS is the Data Controller.

2. In order to protect Customer and UK SBS information appropriately, our Providers must provide the security measures and safeguards appropriate to the nature and use of the information. All providers of services to the UK SBS must comply, and be able to demonstrate compliance, with the Department's relevant policies and standards.
3. The Chief Executive or other suitable senior official of each Provider must agree in writing to comply with these policies and standards. Each Provider must also appoint a named officer who will act as a first point of contact with the Department for security issues. In addition all staff working for the Provider and where relevant sub-contractors, with access to Departmental IT Systems, Services or Departmental information must be made aware of these requirements and must comply with them.
4. All Providers must comply with the relevant British and International Security Standards.
5. The following are key requirements and all Providers must comply with relevant UK SBS policies concerning:

6. Personnel Security

- 6.1. Staff recruitment in accordance with government requirements for pre-employment checks, for example enhanced CRB checks to be in place, should it be necessary for particular requirements of a contract, and will be advised during the Call-Off process.
- 6.2. Staff training and awareness of Customer security and any specific contract requirements.

7. Secure Information Handling and Transfers

- 7.1. Physical and electronic handling, processing and transferring of UK SBS Data, including secure access to systems and the use of encryption where appropriate, for which security levels will be determined by the particular requirements of a contract, and will be advised during the Call-Off process.

8. Portable Media

- 8.1. The use of encrypted laptops and encrypted storage devices and other removable media when handling Departmental information.

9. Offshoring

9.1. The Department's Data must not be processed outside the United Kingdom without the prior written consent of UK SBS and must at all times comply with the Data Protection Act 1998.

10. Premises Security

10.1. Security of premises and control of access.

11. Security Incidents

11.1 Includes identification, managing and agreed reporting procedures for actual or suspected security breaches.

11.2 All Providers must implement appropriate arrangements which ensure that the Department's information and any other Departmental assets are protected in accordance with prevailing statutory and central government requirements. These arrangements will clearly vary according to the size of the organisation.

11.3 It is the Provider's responsibility to monitor compliance of any sub-contractors and provide assurance to UK SBS.

11.4 Failure to comply with any of these Policies or Standards could result in termination of current Framework.