



Digital, Data
& Technology

Home Office

Central User Centred Design Service (C24259)

RM1043.8 – Digital Outcomes 6



Order Form

Call-Off Reference:	C24259
Call-Off Title:	Central User Centred Design Service
Call-Off Contract Description:	Provision of User Centred Design Services
The Buyer:	The Secretary of State for the Home Department (acting through the Home Office)
Buyer Address:	The Secretary of State for the Home Department 2 Marsham Street London SW1P 4DF
The Supplier:	Capgemini UK Plc
Supplier Address	1 Forge End, Woking, Surrey, GU21 6DB
Registration Number:	██████
DUNS Number:	████████
SID4GOV ID:	██████

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 07 October 2024

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Call-Off Lot	Lot 1: Digital Outcomes
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Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) **NOT USED**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) Part C (No Staff Transfer on the Start Date) Part E (Staff Transfer on Exit) only.
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) Part B only
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering) **NOT USED**
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms) **NOT USED**
 - Call-Off Schedule 18 (Background Checks) **NOT USED**
 - Call-Off Schedule 19 (Scottish Law) **NOT USED**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) **NOT USED**
 - Call-Off Schedule 23 (HMRC Terms) **NOT USED**
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

Call-Off Special Terms

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

Special Term 1:	Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) Additional Clause 11.1 (Call-Off Schedule 6) – Without prejudice to the rights associated with Supplier Existing IPR, digital and software Deliverables created by the Supplier for the Buyer under this Call-Off Contract will be treated as New IPR and the Buyer will retain the IPR rights. If the Supplier intends to use Supplier Existing IPR in the delivery of Services under this Call-Off Contract this must be recorded in each SOW.
Special Term 2:	<p>Staff vetting procedures: The level of clearance for this requirement is: SC.</p> <p>All staff must have Home Office SC level security clearance prior to starting work. Occasionally, NPPV3 or DV clearance is required. The level of clearance required will be identified in individual Statements of Work and clearance needs to have been achieved and validated by the Buyer before work can commence.</p>
Special Term 3:	Warranty period: In respect of warranty given under “Warranty Period” below, 90 days from the date of Buyer acceptance of each deliverable.
Special Term 4:	<p>Warranties, representations and acceptance criteria: The Buyer’s acceptance criteria for the Deliverables are as follows:</p> <ul style="list-style-type: none"> • The Deliverables shall conform to the Services required as detailed in the Call-Off Contract and/or relevant Statement of Work, as applicable. • The Deliverables shall be free from all obvious defects, conform to the specifications and documentation, and as per the Buyer’s requirements.

Call-Off Term and Value

Call-Off Start Date:	07 October 2024
Call-Off Expiry Date:	06 October 2026
Call-Off Initial Period:	24 Months
Call-Off Optional Extension Period:	12 Months (06 October 2027)
Minimum Notice Period for Extensions:	30 (Thirty) days
Call-Off Contract Value	

Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification)

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Home Office Digital Strategy	Link: https://www.gov.uk/government/publications/uk-digital-strategy
Home Office Technology Strategy	Link: https://www.gov.uk/government/publications/home-office-technology-strategy/home-office-technology-strategy
Government Service Design Manual	Link: https://www.gov.uk/service-manual/browse
HMG Security Policy Framework	Link: https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework
Government Security Classification Policy	Link: https://www.gov.uk/government/publications/government-security-classifications
All CESG Policies and Guidance	All CESG Policies and Guidance
Technology Principles and Standards	Home Office Technology Principles and Standards

Technology and Methodology Standards	Service Standard - Service Manual - GOV.UK (www.gov.uk)
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Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

Call-Off Charges

Only the Charging methods selected may be used in each Statement of Work:

Charging Method(s)	
1. Capped Time and Materials (CTM)	X
2. Incremental Fixed Price	X
3. Time and Materials (T&M)	X
4. Fixed Price	X
5. A combination of two or more of the above Charging methods.	X

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables. All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy). Service is expected to be provided at locations agreed within individual Statements of Work.

Expenses incurred for travel outside the M25 (for a London base location) or further than 10 miles from the SOW base Buyer location will be chargeable in line with the Buyer expense policy as outlined in the Call Off Schedule 5, Pricing Details and Expenses Policy. Subsistence will not be paid.

Payment Method

The method of payment for the Call-Off Contract Charges shall be as follows:

Payment Method	BACS
Buyer's Invoice Address	Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB United Kingdom Tel: 08450 100125 Fax: 01633 581514 Email: HOSupplierInvoices@homeoffice.gov.uk
Invoice information required – e.g., PO project ref, etc.	All invoices must include the following information: <ul style="list-style-type: none"> • Project reference number • The unique purchase order number; • The services detailed in the Statement of Work (SoW) to which the invoice relates; • The line value; • Total value excluding Value Added Tax • Value Added Tax percentage • The total value including Value Added Tax • The tax point date relating to the rate of Value Added Tax shown; • Supplier SAP number (if applicable) • Breakdown of charges supported by approved timesheets (if applicable) • Expenses receipts (if applicable)
Invoice frequency	Monthly in arrears as specified in each Statement of Work

Buyer's Authorised Representative

Buyer's Authorised Representative	██████████
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	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

Buyer's Environmental Policy



Buyer's Security Policy

See details in Call-off Schedule 9 (Security) (Part B only) for further details.

Supplier shall ensure protection of HMG information assets, in accordance with agreed standards.

<https://www.gov.uk/government/publications/security-policy-framework>

Supplier's Authorised Representative

Supplier's Authorised Representative	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

Supplier's Contract Manager

Supplier's Contract Manager	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

Progress Report Frequency

Monthly and aligned to Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Progress Meeting Frequency

Monthly aligned to Call-off Schedule 15 (Call-Off Contract Management)

Key Staff

Role 1	<div></div> <div></div> <div></div> <div></div> <div></div>
Role 2	<div></div> <div></div> <div></div> <div></div>
Role 3	<div></div> <div></div> <div></div> <div></div> <div></div>
Role 4	<div></div> <div></div> <div></div> <div></div> <div></div>

Key Subcontractor(s)

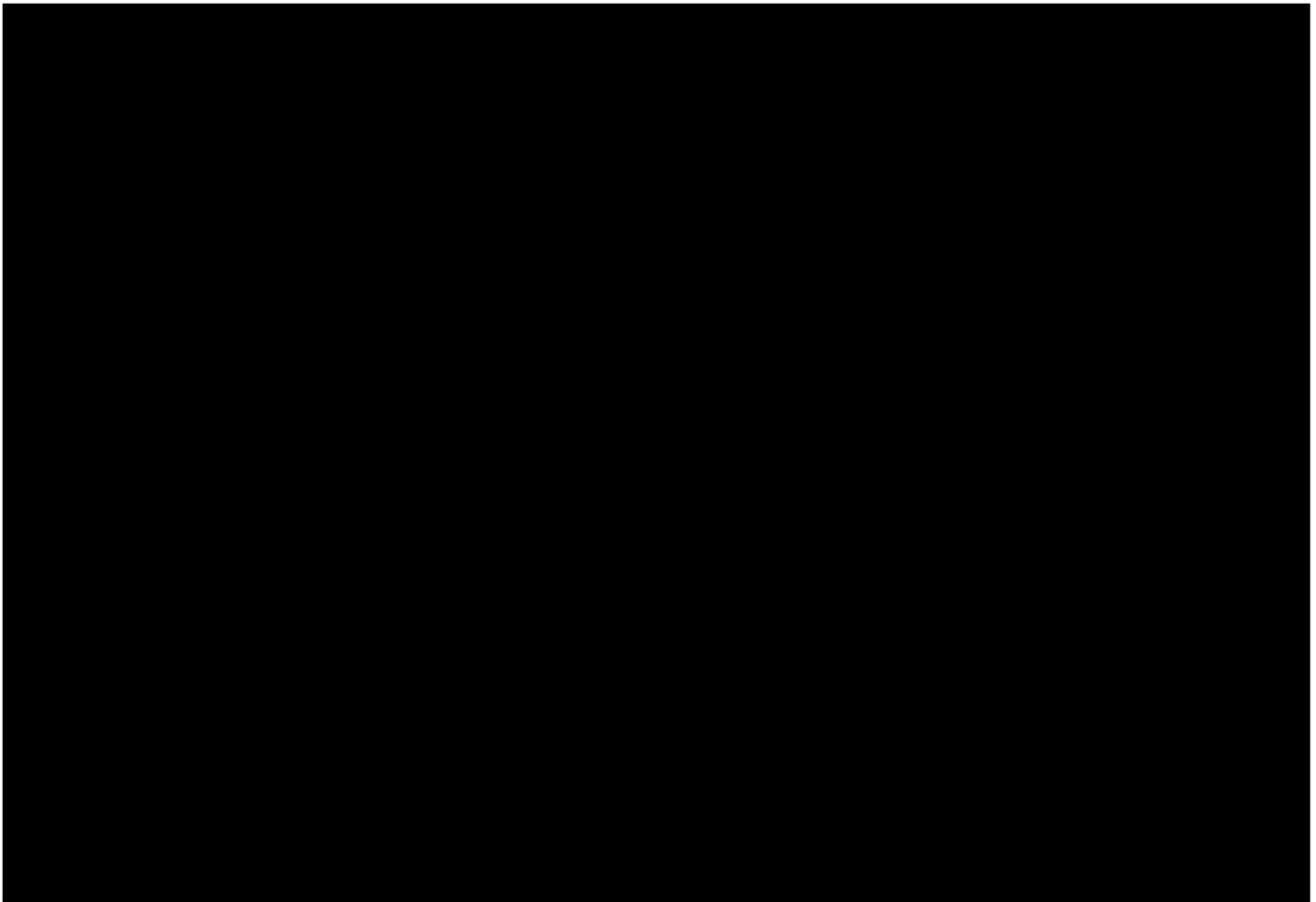
Not applicable

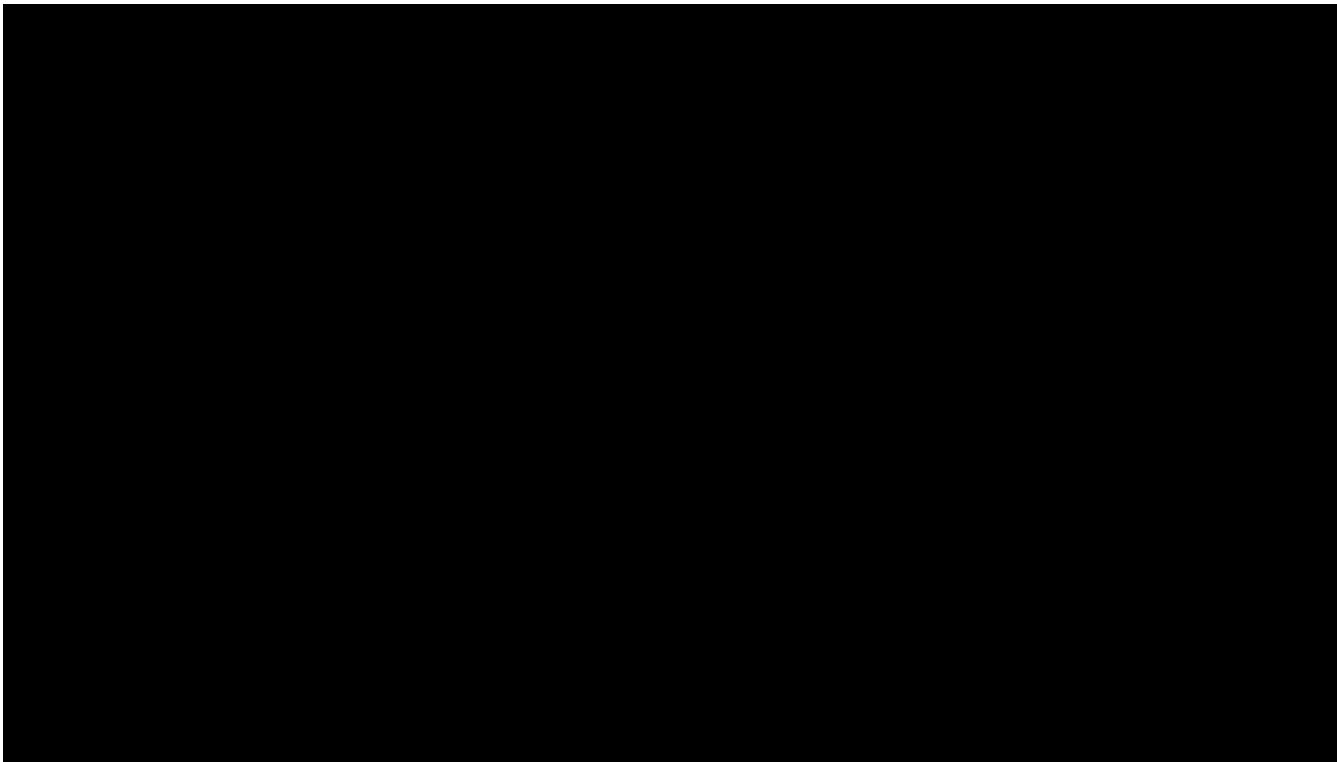
Subcontractor(s)

Create Change	Name of Sub-Contractor: Create Change London Ltd <div></div> <div></div> <div></div>
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Marvell Consulting	Name of Sub-Contractor: Marvell Consulting Limited [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Experis	Name of Sub-Contractor: Experis Ltd [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Amber Labs	Name of Sub-Contractor: AmberLabs Ltd [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Commercially Sensitive Information





Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

Material KPIs

[REDACTED]

Service Credits

[REDACTED]

Additional Insurances

No additional Insurance required under this Order Form other than Insurance provisions provided in Annex 1 of in accordance with Joint Schedule 3 (Insurance Requirements) and Annex 1.

Guarantee

[REDACTED]

Social Value Commitment

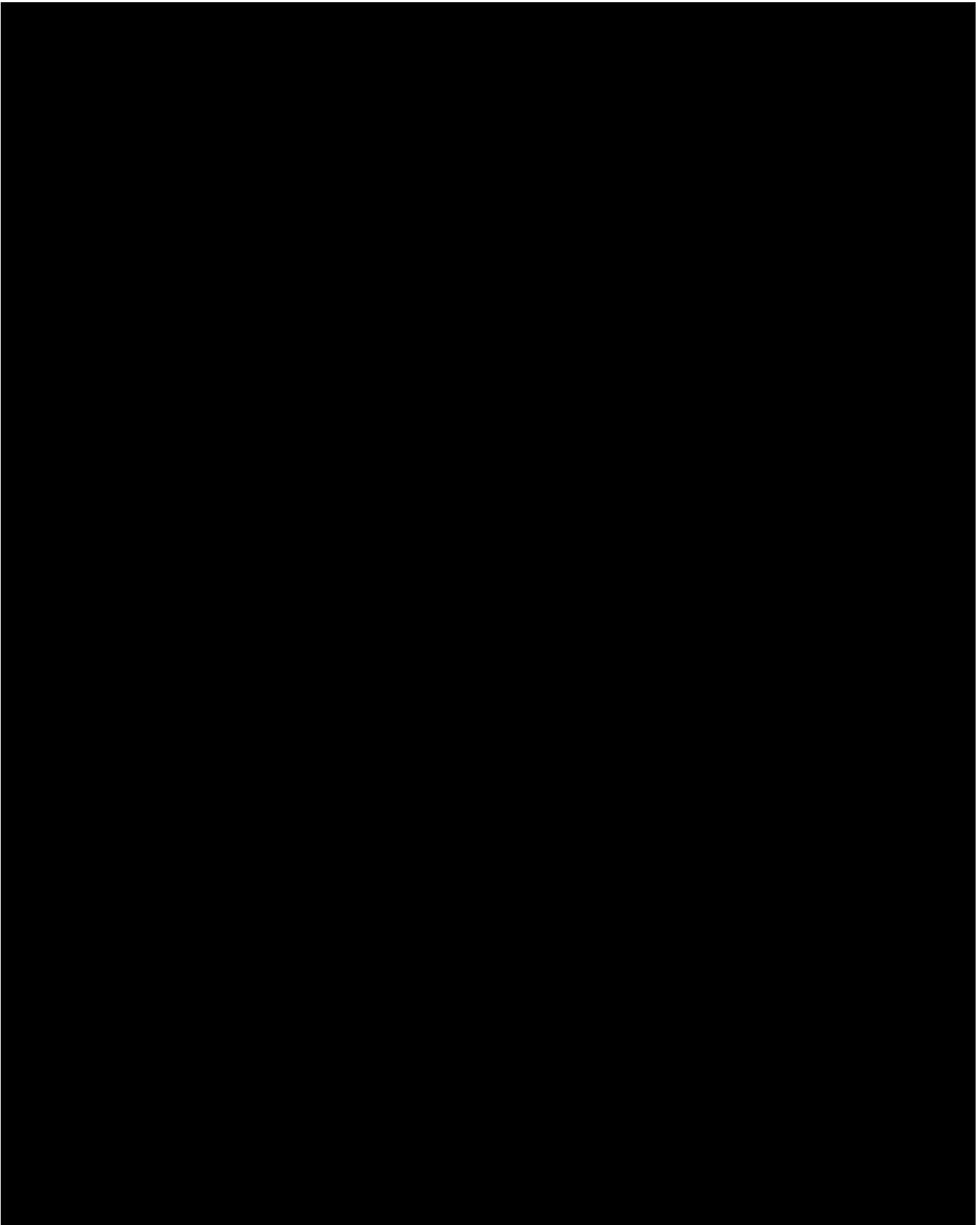
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender), Schedule 14 (Service Levels and Balanced Scorecard), and:



social_value_strategy
V1.7.pdf

Call-Off Contract Charges:

The Parties shall use the following day rates as the basis for all Charges for Supplier Staff under Statements of Work unless expressly agreed in writing:



Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

Formation of Contract

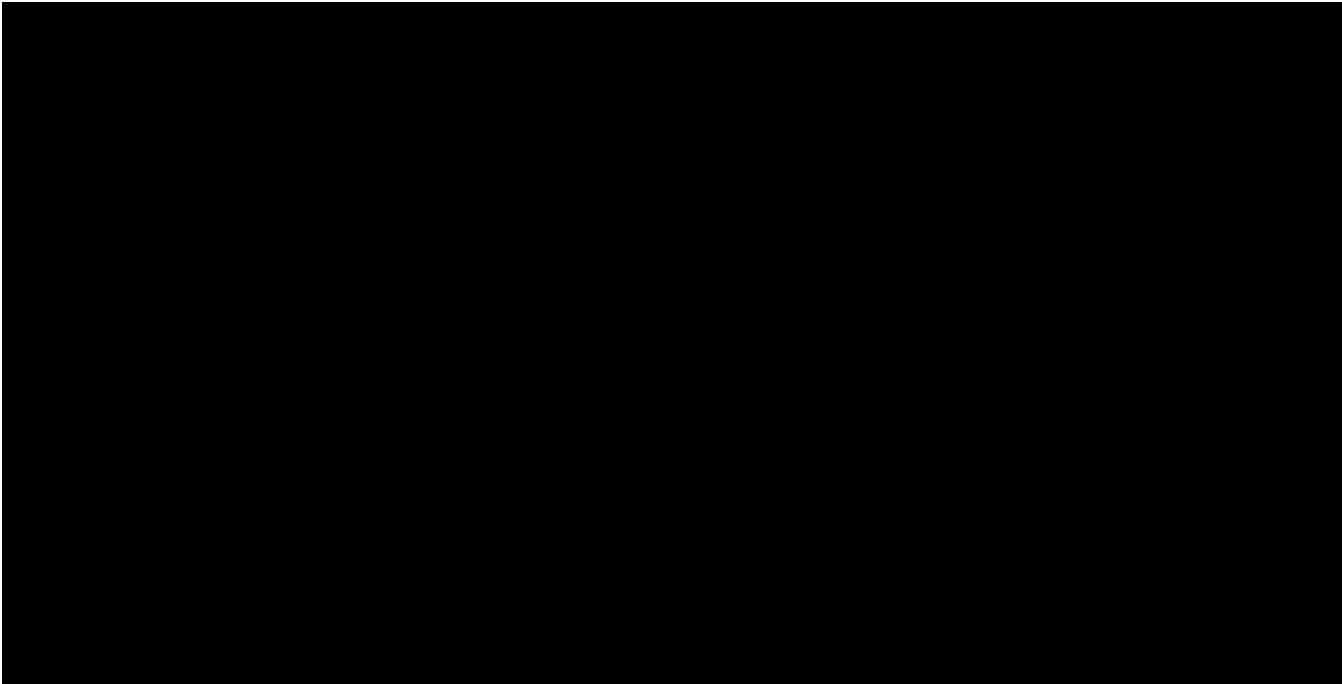
1. Formation of the Contract

- 1.1 By signing and returning this Order Form, the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form, the Call-Off Contract terms and conditions, and the Schedules, and by signing below agree to be bound by this Call-Off Contract.
- 1.3 In accordance with the Further Competition procedure set out in Section 3 of the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").
- 1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment of the terms and conditions set out in Part B. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- 2.1 The Supplier is a provider of Digital Outcomes 6 and undertook to provide such Services under the terms set out in Framework Agreement number RM1043.8 (the "Framework Agreement").

- 2.2 The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.
- 2.3 The Parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.



Appendix 1

The Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Appendix 1) to this Call-Off Contract.

Statement of Work (SOW) – (SOW NUMBER)

This SOW is made under the Central User Centred Design Service (C24259) dated **[INSERT CONTRACT SIGNATURE DATE]** (the “Call-Off Contract”). All Terms and Conditions of the Call Off Contract apply unless otherwise noted.

SOW Number	[INSERT SOW NUMBER]										
SOW Title	[INSERT SOW NAME]										
Buyer	The Secretary of State for the Home Department ('the Buyer')										
Supplier	Capgemini UK Plc ('the Supplier')										
Buyer Representative	Name: [INSERT BUYER REPRESENTATIVE NAME] Role: [INSERT BUYER REPRESENTATIVE ROLE] Email: [INSERT BUYER REPRESENTATIVE EMAIL] Phone: [INSERT BUYER REPRESENTATIVE PHONE NUMBER]										
Supplier Work Package Lead	[REDACTED] [REDACTED] [REDACTED] [REDACTED]										
Start Date	[INSERT START DATE]										
End Date	[INSERT END DATE]										
Duration (months)	Months: Days: End Date:										
Pricing Mechanism	<p>The applicable charging method(s) for this SOW is:</p> <table border="1"> <tr> <td>1. Capped Time and Materials (CTM)</td><td></td></tr> <tr> <td>2. Incremental Fixed Price</td><td></td></tr> <tr> <td>3. Time and Materials (T&M)</td><td></td></tr> <tr> <td>4. Fixed Price</td><td></td></tr> <tr> <td>5. A combination of two or more of the above Charging methods.</td><td></td></tr> </table>	1. Capped Time and Materials (CTM)		2. Incremental Fixed Price		3. Time and Materials (T&M)		4. Fixed Price		5. A combination of two or more of the above Charging methods.	
1. Capped Time and Materials (CTM)											
2. Incremental Fixed Price											
3. Time and Materials (T&M)											
4. Fixed Price											
5. A combination of two or more of the above Charging methods.											
Invoicing	<p>Purchase Order to be raised prior to, or no later than 10 Working Days from the Start Date.</p> <p>Purchase Order to be raised by: [Name – Email Address]</p>										

	<p>Once SOWs have been agreed the Supplier shall be entitled to raise invoices to the Buyer in accordance with the schedule of payments.</p> <p>Payment Terms are 30 Working days from receipt of a valid invoice.</p>												
Charges	<p>The Charges under this SOW are calculated using the SOW Pricing Template, using the rates stated within the Order Form. The agreed Charges is included in this SOW below.</p> <p>Further, once finalised, the SOW Pricing Template should only be amended with the agreement of both Parties under Variation.</p>												
Indicative Team Location	<p>The delivery location for this SOW is:</p> <table border="1"> <tr><td>1. London</td><td></td></tr> <tr><td>2. Croydon</td><td></td></tr> <tr><td>3. Manchester</td><td></td></tr> <tr><td>4. Sheffield</td><td></td></tr> <tr><td>5. Working from home – (please confirm base office location)</td><td></td></tr> <tr><td>6. Other - (please confirm base office location)</td><td></td></tr> </table>	1. London		2. Croydon		3. Manchester		4. Sheffield		5. Working from home – (please confirm base office location)		6. Other - (please confirm base office location)	
1. London													
2. Croydon													
3. Manchester													
4. Sheffield													
5. Working from home – (please confirm base office location)													
6. Other - (please confirm base office location)													
Security Clearance Requirement:	<p>The security clearance level required for this SOW is:</p> <table border="1"> <tr><td>1. BPSS</td><td></td></tr> <tr><td>2. CTC</td><td></td></tr> <tr><td>3. SC</td><td></td></tr> <tr><td>4. NPPV3</td><td></td></tr> <tr><td>5. DV</td><td></td></tr> <tr><td>6. Other – (please confirm)</td><td></td></tr> </table>	1. BPSS		2. CTC		3. SC		4. NPPV3		5. DV		6. Other – (please confirm)	
1. BPSS													
2. CTC													
3. SC													
4. NPPV3													
5. DV													
6. Other – (please confirm)													
Business Continuity	<p>Define any top level BCDR (Business Continuity and Disaster Recovery) requirements.</p> <p>Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/ procedures/ documents. This should define any requirements specific to the tools/services/systems being supported, where this will be the responsibility of the Supplier, otherwise please state not applicable.</p>												
Maximum Value of this SOW	£##,### (Excluding VAT)												

SMP / ISMS / SAL / Other Security Requirements	[Consider whether a Security Management Plan, Information Security Management System, specific Security Aspects Letter to other specific security controls are required for this SOW. Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/procedures/documents.]				
GDPR	Consider the Parties position in relation to GDPR/Data Processing under the SOW and if relevant complete ANNEX 1 to this SOW ANNEX 1 completed – Yes / No				
TUPE	Does TUPE apply to this SOW, Buyer representative to confirm – delete as appropriate: Yes / No If 'Yes' Parties to discuss and agree TUPE implications under this SOW				
Equipment	<p>The equipment required under this SOW:</p> <table border="1"> <thead> <tr> <th>Provider</th><th>Equipment</th></tr> </thead> <tbody> <tr> <td>Buyer / Supplier</td><td>Please list equipment to be provided under this SOW. 1. INSERT LIST OF EQUIPMENT</td></tr> </tbody> </table>	Provider	Equipment	Buyer / Supplier	Please list equipment to be provided under this SOW. 1. INSERT LIST OF EQUIPMENT
Provider	Equipment				
Buyer / Supplier	Please list equipment to be provided under this SOW. 1. INSERT LIST OF EQUIPMENT				

1. Project Background

[Buyer to provide - High level overview of the programme/project, including objectives wrt to this SOW]

2. Overview of Service

[Provide an overview of the service required under this SOW, focussing on outcomes to be delivered by the service, rather than tasks to be undertaken]

3. Scope of Service

The scope of services outlines the activities the Supplier will undertake under this SOW and the role the Supplier will play. The Supplier will be undertaking the delivery of these outcomes, in whole, or in part, in a multi-disciplinary / multi-vendor environment with multiple parties (other delivery teams) taking responsibility (through identification of dependencies). The Buyer will take accountability for end-to-end delivery using the outcomes delivered via this service.

The Supplier will deliver the outcomes agreed with the Buyer, and to a schedule set out by the Buyer, with changes to scope/plan being managed in an Agile manner, within the boundaries of the SOW value and pricing mechanisms.

[Additional scope to be completed for each SOW by the Buyer – high level description only]

4.Deliverables and Activities

[Definition of outcomes as appropriate]

Under this SOW, the Supplier shall deliver the following Deliverables or outcomes as set out in the table below and to the agreed acceptance criteria if any in section 7 of this SOW:

No.	Project Phase/ Deliverable/ Activity	Deliverable/Activity description	Indicative Deliverable/ Activity date	Acceptance Criteria	Home Office Approver
0	All	Monthly status and time reporting (as appropriate)	[Insert monthly reporting date]	Call-off governance process	
1		Add/delete rows as appropriate			

5.Risks and Mitigations

Recognised risks for this SOW are:

No.	Description	Mitigations	Owner
1		Add/delete rows as appropriate	
2			
3			

6.Buyer Responsibilities/Dependencies

In addition to the Buyer Responsibilities identified in the Call Off Order Form, the following Buyer Responsibilities shall apply to this SOW:

ID	Description	Estimated due date
1	Add/delete rows as appropriate	
2		
3		

7.Acceptance Process

[Buyer to complete the Acceptance Certificate process in accordance with the agreed acceptance criteria, if applicable]

8.Specific Skills

The Supplier Staff provided under this SOW shall possess the following skills/capabilities:

a) [PROVIDE TECHNICAL SKILLS AND COMPETENCIES REQUIRED OF SUPPLIER STAFF]

The Supplier Staff shall conform to the following ways of working in delivering this SOW:

a) [PROVIDE BEHAVIOURAL COMPETENCIES REQUIRED OF SUPPLIER STAFF]

The Supplier Staff provided under this SOW will be expected, where project priorities allow, to participate in the wider Buyer user centred design community, attending and contributing to community meet ups and participating as a member of working groups such as the ethics board.

9.Reporting Requirements

Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:-

Ref.	Type of Information	Format	Report Date
1	Add/delete rows as appropriate		
2			
3			

10.Supplier Staff

This Statement of Work will be managed in line with the appropriate open book pricing templates as per the Call-Off Contract (being the maintenance of Open Book Data). The open book pricing templates are included in this Section.

The anticipated resource requirement for this SOW is identified in this section. The Supplier should identify during delivery if these roles need to be varied to deliver the services required. Unless otherwise agreed in writing, all rates are to be in line with rates stated in the Order Form, with only resource types identified in the Call-off Contract in scope.

The table below represents an estimated schedule of charges for delivering the outcomes within this SOW, with the Supplier reserving the right to substitute or amend individuals used during the delivery of this SOW.

Pricing Template

				Monthly Days (Limit)												Total Days	Sub Total (£)
Profession Role	Profession	SFIA Grade	Charge Rate (£/Day)	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23		
Profession Role	Profession	3															
Profession Role	Profession	4															
Monthly Day Rate Total (£)																	
Monthly Expenses Total																	
Monthly Total (Days)																	
Monthly Total (£)																	
																Total	

Expenses incurred for travel outside the M25 (for a London base location) or further than 10 miles from the SOW base Buyer location will be chargeable in line with the Buyer expense policy as outlined in the Call Off Schedule 5, Pricing Details and Expenses Policy. Subsistence will not be paid.

The Supplier Staff will allocate their time up to the total number of Working Days for each role shown in the table above (subject to absence days).

The maximum value of this SOW shall not exceed the total number of Working Days specified above, which shall be invoiced at the Charges in the Order Form (excluding VAT) as applicable. Where the Buyer or Supplier requires changes to the levels of Supplier Staff used to provide the service, this will be subject to adjustments to Charges which shall be agreed between both Parties via a Variation.

The total number of Working Days takes no account of any absence days agreed between the Parties or beyond the reasonable control of the Supplier, including but not limited to sickness absence, resignation etc.

IR35 – This service is inside IR35. All workers engaged to deliver the contracted services shall be on payroll employees of the Supplier or subcontractors. If any independent contractors or associates are engaged on this SOW the Supplier shall ensure that they operate via a FCSA accredited Umbrella Company or PAYE provider.

On the commencement of the Service under this SOW, the Service shall be provided by the Supplier and paid for by the Buyer. Changes to the Service scope will be managed through a Variation.

Where the Buyer or Supplier requires changes to the levels of resources under this SOW, changes will be subject to agreement through Variation:

- The notice period for any change to the levels of resources shall be 20 Working Days in writing from the Buyer or Supplier.

11.Invoicing and Payment

The Supplier shall issue invoices to the Buyer in accordance with the billing profile set out in this SOW. The Buyer shall pay the Supplier invoices in line with the agreed Payment Terms under the Call Off Contract.

For expenses, invoicing will be Monthly in arrears, for expenses incurred in accordance with the Buyer Travel and Expenses Policy.

All prices identified are excluding VAT.

[Please identify any local hour/time/expenses reporting processes]

12.Ways of Working

Ways of working will be identified by Supplier Staff, working with the Buyer delivery team, in line with ongoing delivery and stakeholder requirements.

Please identify any project specific ways of working such as:

- Support Hours/Levels
- Tooling to be used
- Other general Meetings

Please identify any local collaboration requirements over and above the contractual collaboration.

13.Transition

Where agreed in this Statement of Work, the Supplier shall produce a transition plan detailing a safe and effective transition of service under this SOW to a Civil Servant (if appropriate) as part of the Exit Planning. Such activities shall be Chargeable to the Buyer.

14.Standards & Processes

The following standard shall apply (in addition to the standards detailed in the Call Off contract Order Form) to this SOW:

- GDS Service Standards. Link: <https://www.gov.uk/service-manual/service-standard>
- [Buyer to insert standards and processes (over and above the Order Form) if applicable]

15.Agreement of SOW

BY SIGNING this SOW, the Parties agree to be bound by the terms and conditions set out herein:

Signed by an authorised signatory for and on behalf of the Buyer:	
Name and Job Title:	
Signature and Date:	
Address	

Signed by an authorised signatory for and on behalf of the Supplier:	
Name and Job Title:	
Signature and Date:	
Address	

If you exceed the overall Call-Off Contract value (or any other change in this SOW takes place) then a Variation must be raised.

ANNEX 1 - SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the processing	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with the Framework Agreement Schedule 11 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Personal data may include biographic information, contact and address details, biometric information, documents, photographic images, immigration history and may include specific special category data (special category data is defined as: race; ethnic origin (including nationality); politics; religion; trade union membership; genetics; biometrics (where used for ID purposes); health; sex life; or sexual orientation).
Duration of the processing	<p><i>[Clearly set out the duration of the processing including dates]</i></p> <p>Max 2 years from 07 October 2024.</p>
Nature and purposes of the processing	<p><i>The nature of the processing includes the collection, recording, organisation storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether by automated means).</i></p> <p>The purpose of the processing is the fulfilment of the Supplier's obligations arising under the Contract for the provision of specialist User Centred Design services and to ensure effective communication between the Supplier and Buyer.</p>
Type of Personal Data	<p>Personal data may include biographic information, contact and address details, biometric information, documents, photographic images, immigration history and may include specific special category data (special category data is defined as: race; ethnic origin (including nationality); politics; religion; trade union membership; genetics; biometrics (where used for ID purposes); health; sex life; or sexual orientation)</p>
Categories of Data Subject	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p> <p>Including all full/part time, temporary, and contracting staff associated with delivering the services,</p>
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p><i>Describe how long the data will be retained for, how it be returned or destroyed.</i></p> <p>All access rights to view any personal data will be revoked upon cancelation of the Contract.</p> <p>Any personal data whatsoever that is held on a platform or device outside of Buyers systems must be destroyed to a level that makes it irretrievable Time scales must be agreed with the Buyer to confirm the disposal and proof of data being destroyed. This can be identified and agreed under each SOW.</p>

1. Joint Schedule 1 (Definitions) RM1043.8

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Relevant Authority and the Parties shall update the reference to a replacement hyperlink;
 - 1.3.14 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; and

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

1.3.16 unless otherwise provided, references to **“Call-Off Contract”** and **“Contract”** shall be construed as including Exempt Call-off Contracts.

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

Term	Definition
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 proposed or actual variations to them in accordance with the Contract); (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; (c) verify the Open Book Data; (d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; (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

	<p>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 Relevant Authority to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
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;
Authorised User	<p>CCS' and Buyers' individual or group of individuals (including employees, consultants, contractors and agents) authorised by CCS and/or the Buyer to:</p> <p>(a) access and use the Platform for the purposes set out in Framework Schedule 7 (Call-Off Award Procedure); and</p> <p>(b) the rights granted under (a) shall apply unless and until that authorisation is revoked by CCS or the Buyer;</p>
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 indicators, 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 Guidance	guidance for Buyers on how to buy digital services using the Framework Contract, located at: https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide ;
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);
Buyer Registration Process	the process to be completed in accordance with Framework Schedule 7 (Call-Off Award Procedure) or as otherwise notified to the Buyer in writing by CCS, the completion of which shall result in a potential Buyer being registered as a "Buyer" within the Platform which will entitle the Buyer to undertake a Call-Off Procedure in accordance with Framework Schedule 7, as supported by the Platform;
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: (a) the scheduled date of the end of a Call-Off Contract as stated in the Order Form; or (b) the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
Call-Off Incorporated Terms	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
Call-Off Initial Period	the Initial Period of a Call-Off Contract specified in the Order Form;
Call-Off Optional Extension Period	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
Call-Off Procedure	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
Call-Off Special Terms	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
Call-Off Start Date	the date of start of a Call-Off Contract as stated in the Order Form;
Call-Off Tender	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
Cap	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope; and "Capped" shall be construed accordingly;

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	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;
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	is: (a) a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or (b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporated or otherwise changes its legal form;
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 and, if applicable, each Statement of Work, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
Claim	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
Commercially Sensitive Information	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Comparable Supply	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
Compliance Officer	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
Confidential Information	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, as the context requires;
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	(a) control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010; or (b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporate or otherwise changes its legal form; and " Controlled " shall be construed accordingly;
Controller	has the meaning given to it in the UK GDPR;
Core Terms	CCS' terms and conditions for common goods and services which govern how 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: (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer; (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged 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>(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);
CRTPA	the Contract Rights of Third Parties Act 1999;
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
Data Protection Liability Cap	the amount specified in the Framework Award Form;
Data Protection Officer	has the meaning given to it in the UK GDPR;
Data Subject	has the meaning given to it in the UK GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Day Rate	the Pricing Mechanism where the Supplier will invoice the Buyer for Supplier Staff providing Deliverables (or one or more of the elements of the Deliverables) based on a rate for no more than 8 Work Hours performed by the Supplier's Staff;
Deductions	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
Default	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
Default Management Charge	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
Delay Payments	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

Deliverables	Goods and/or Services that may be ordered under the Contract including the Documentation;
Delivery	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
Disclosing Party	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
Dispute	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
Dispute Resolution Procedure	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
Documentation	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (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;
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	for the purposes of calculating each Party's annual liability under clause 11.2 : (i) in the first Contract Year, the Estimated Year 1 Charges; or (ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or (iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
Exempt Buyer	a public sector purchaser that is: (a) eligible to use the Framework Contract; and (b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: (i) the Regulations; (ii) the Concession Contracts Regulations 2016 (SI 2016/273); (iii) the Utilities Contracts Regulations 2016 (SI 2016/274); (iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); (v) the Remedies Directive (2007/66/EC); (vi) Directive 2014/23/EU of the European Parliament and Council; (vii) Directive 2014/24/EU of the European Parliament and Council; (viii) Directive 2014/25/EU of the European Parliament and Council; or (ix) Directive 2009/81/EC of the European Parliament and Council;
Exempt Call-off Contract	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
Exempt Procurement Amendments	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
Expenses Policy	the Buyer's expenses policy as set out in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy);
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) and shall include, in the case of CCS, the website domain names www.crowncommercial.gov.uk and [Insert] regarding the Platform;
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 where Charges are agreed at a set amount in relation to all work to be done under a Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) including all materials and/or Milestones, no matter how much work is required to complete each Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) within the agreed scope, and the total amount to be paid by the Buyer will not exceed the agreed fixed price;
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure Event	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: (a) riots, civil commotion, war or armed conflict; (b) acts of terrorism; (c) acts of government, local government or regulatory bodies; (d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Framework Award Form	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and 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 notice published on the Find a Tender Service;
Framework Contract Period	the period from the Framework Start Date until the End Date of the Framework Contract;
Framework Expiry Date	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
Framework Incorporated Terms	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
Framework Optional Extension Period	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
Framework Price(s)	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);

Framework Special Terms	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
Framework Start Date	the date of start of the Framework Contract as stated in the Framework Award Form;
Framework Tender Response	the tender submitted by the Supplier to 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);
General Anti-Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
General Change in Law	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Goods	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
Good Industry Practice	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Government	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Government Data	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: (i) are supplied to the Supplier by or on behalf of the Authority; (ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; (iii) any Personal Data for which CCS or the Buyer is the Controller; or (iv) all Buyer Registration Process data submitted by Buyers into the Platform, including the full auditable history of any and all transactions and procedures conducted via the Platform;
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;
Hourly Rate	the Pricing Mechanism where the Supplier will invoice the Buyer for the work undertaken by Supplier Staff providing the Deliverables (or one or more of the elements of the Deliverables) under the Contract (and, if applicable, each SOW) based on the division of the applicable Supplier Staff Day Rate by no less than 8 being the applicable Work Day where the Supplier Staff grade is set out in Annex 1 of Framework Schedule 3 (Framework Prices);

ICT Policy	the Buyer's policy and any Platform 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	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> (a) details of the impact of the proposed Variation on the 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 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
Incremental Fixed Price	the Price 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;
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	with respect to any person, means: <ul style="list-style-type: none"> (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: (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>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <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 and, if applicable, each SOW;
Intellectual Property Rights or IPR	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names,

	<p>goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Invoicing Address	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
IPR Claim	any action, suit, claim, demand, Loss or other liability which the Relevant Authority or Central Government Body may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement or passing off) of any third party 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:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
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 (Processing Data);
Joint Controllers	where two or more Controllers jointly determine the purposes and means of Processing;
Joint Control	where two or more Controllers agree jointly to 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> <p>(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>(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</p> <p>(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 the Order Form;
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
Law	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, 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;
Location	the place at or from which the Supplier's team will provide the Services under the Call-Off Contract and, if applicable, each SOW;
Losses	all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
Lots	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
Management Charge	the sum specified in the Framework Award Form payable by the Supplier to 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);
Material KPIs	any Key Performance Indicators which are identified by the Buyer as having a material impact on the performance of the Call-Off Contract;
MI Default	when two (2) MI Reports are not provided in any rolling six (6) month period;
MI Failure	when an MI report: (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	a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
MI Reporting Template	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 8.2 of Framework Schedule 7 (Call-Off Award Procedure);
Month	a calendar month and " Monthly " shall be interpreted accordingly;

National Insurance	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
New IPR	<p>(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</p> <p>(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> <p>but shall not include the Supplier's Existing IPR;</p>
Occasion of Tax Non-Compliance	<p>where:</p> <p>(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:</p> <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>(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;</p>
Off-Payroll Worker	a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual;
Open Book Data	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>(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;</p> <p>(b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; (ii) 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;

	<p>(iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <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>
Option	the selection of an option by the Buyer which is incorporated into the Call-Off Contract and, if applicable, any Statement of Work, which the Supplier must comply with;
Optional Extension Period	is the Buyer's maximum optional extension period to the Call-Off Initial Period as set out in the Order Form;
Order	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 6 (Order Form Template, SOW Template and Call-Off Schedules);
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 UK GDPR;
Personal Data Breach	has the meaning given to it in the UK GDPR;
Personnel	all directors, officers, employees, agents, consultants and suppliers of the Relevant Authority and/or of any subcontractor and/or Subprocessor (as detailed in Joint Schedule 11 (Processing Data)) engaged in the performance of its obligations under a Contract;
Planned Deliverables	Appropriate skilled resources to meet:

	<p>(a) Resources to meet UCD Pipeline activities.</p> <p>(b) Resource to meet contractual obligations</p> <p>(i) Account team</p> <p>(ii) Governance</p> <p>(iii) Added value</p> <p>(iv) Social value</p> <p>(v) SoW deliverables & Outcomes</p> <p>(c) Pro-active management of issues at an account level.</p>
Platform	the platform, site or system operated on behalf of CCS which requires a potential Buyer to complete the Buyer Registration Procedure and specify its Authorised Users who may access and use the platform, site or system on behalf of the Buyer and use it to assist in selecting or shortlisting suppliers when undertaking a Call-Off Procedure in accordance with Framework Schedule 7, to Order Deliverables under a Contract;
Prescribed Person	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
Pricing Mechanism	the pricing mechanisms are (a) Capped Time and Materials, (b) Incremental Fixed Prices, (c) Time and Materials, (d) Fixed Price, and (e) a combination of two or more of these as set out in Framework Schedule 3 (Framework Prices) and Framework Schedule 7 (Call-Off Award Procedure) and as may be refined in the Further Competition Procedure;
Processing	has the meaning given to it in the UK GDPR;
Processor	has the meaning given to it in the UK GDPR;
Progress Meeting	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
Progress Meeting Frequency	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
Progress Report	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
Progress Report Frequency	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
Prohibited Acts	<p>(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:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(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</p> <p>(c) committing any offence:</p>

	<ul style="list-style-type: none"> (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or (ii) under legislation or common law concerning fraudulent acts; or (iii) 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 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 9 (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 it's 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 Process);
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 Confidential Information	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>(c) 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;
Retained EU Law	the category of UK Law created under Section 2 to 4 of the European Union (Withdrawal) Act 2018 at the end of the transition period following the repeal of the savings to the European Communities Act 1972;
Request for Information or RFI Tool	the functional tool within the Platform (or as otherwise described in Framework Schedule 7 (Call-Off Award Procedure) to be used by Buyers to seek clarification or additional information from one or more

	suppliers that will assist the Buyer in preparing its Statement of Requirement, planning and conducting its Call-Off Procedure, before undertaking a Call-Off Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure);
Satisfaction Certificate	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
Security Management Plan	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
Security Policy	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
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 Capability	the Service capabilities of the Supplier as set out in Framework Schedule 1 (Specification) & Call-Off Schedule 4 (Call-Off Tender).
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 and Balanced Scorecard) is used in this Contract, are specified in the Annex to Part A of such Schedule);
Service Period	has the meaning given to it in the Order Form;
Services	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
Service Provision	one or more service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
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;
SOW End Date	the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease;
SOW Start Date	the date of the start of the Statement of Works as stated in the SOW;
Special Terms	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;

Specific Change in Law	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
Specification	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
Standards	any: (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 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, and 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 Work or (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);
Status Determination Statement or (SDS)	a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services;
Storage Media	the part of any device that is capable of storing and retrieving data;
Sub-Contract	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: (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;
Summary of Work	a short description or overview of the Buyer's Statement of Requirements;
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 obligation;
Supplier's Confidential Information	<p>(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;</p> <p>(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;</p> <p>(c) Information derived from any of (a) and (b) above;</p>
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;
Supplier Marketing Contact	shall be the person identified in the Framework Award Form;
Supplier Non-Performance	<p>where the Supplier has failed to:</p> <p>(a) Achieve a Milestone by its Milestone Date;</p> <p>(b) provide the Goods and/or Services in accordance with the Service Levels; and/or</p> <p>(c) comply with an obligation under a Contract;</p>
Supplier Profit	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
Supplier Profit Margin	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
Supplier Staff	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
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;

	<p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(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</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
Test Issue	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
Test Plan	<p>a plan:</p> <p>(a) for the Testing of the Deliverables; and</p> <p>(b) setting out other agreed criteria related to the achievement of Milestones;</p>
Tests	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " Tested " 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 whereby the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the material used in the project, no matter how much work is required to complete the project, based on no more than the pro rata division of the Day Rates by 8 to provide an Hourly Rate for the Supplier Staff who undertook the work and for the materials used in the project based on pre-agreed material disclosures and subject to time approval by the Buyer;
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	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p> <p>(ii) Commercially Sensitive Information;</p>
Transparency Reports	the information relating to the 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);
UCD Pipeline	User Centred Design Services (as defined in the Order Form) request(s) submitted to the Supplier 20 Working Days in advance of the proposed SoW start date.
UK GDPR	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);

User Terms	the terms of use applicable to all Buyer's Authorised Users who access and use the Platform which are available at: [Insert link] ;
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;
Worker Engagement Route	the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be: (a) employed by the Supplier the Buyer contracts with, (b) employed by another organisation within the supply chain, e.g. an agency or umbrella company, (c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company, or (d) an independent sole trader;
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 8 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.

2.Joint Schedule 2 (Variation Forms)

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:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]
[Timescale variation/s:]	[insert changes to dates/milestones or delete row]	

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [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:	
Name and Job Title:	
Signature and Date:	
Address	

Signed by an authorised signatory for and on behalf of the Supplier:	
Name and Job Title:	
Signature and Date:	
Address	

This form is to be used in order to change a Statement of Work in accordance with Clause 24 (Changing the contract):

Statement of Work Variation Form – (SOW / Variation Number)

This SOW Variation under the Central User Centred Design Service (C24259) contract. All Terms and Conditions of this Call Off Contract apply unless otherwise noted.

Call-Off Contract title	Insert Call Off contract title and reference
SOW Number	Insert SOW number
SOW Title	Insert SoW Title
Buyer	The Secretary of State for the Home Department ('the Buyer')
Supplier	Capgemini UK Plc ('the Supplier')

1.Statement of Work Variation

The Statement of Work is varied as follows and shall take effect on the date signed by both Parties:

Guidance Note: Insert details of the change including the reason for the change and breakdown the details of the proposed change.

Summary of the Variation	<p>The following changes are included within this Variation:</p> <ol style="list-style-type: none"> 1. List changes included within the Variation. 2. Add/delete rows as appropriate
Reasons for the Variation	Insert reasons for the change.
Full details of the Variation	<p>Buyer should provide a full breakdown of the changes included within this Variation. If there are any amendments to charges you should note the original SOW value and new SOW value. If the charging approach is T&M or Capped T&M you note the change in Days.</p> <p>The Variation to the Charges are as detailed in Section 2.</p> <ul style="list-style-type: none"> • Original Maximum SoW Value: - £*** • VAR 01 - £*** • New Maximum SoW value: - £*** • Original number of Working Days: - **

	<ul style="list-style-type: none"> VAR 01 Working Days – ** <p>New Maximum number of Working Days: - **</p>
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2.Variation to Deliverables and Activities

Guidance Note: Amend or insert any new Deliverables and Activities in the table below.

No.	Project Phase/ Deliverable/ Activity	Deliverable/Activity description	Indicative Deliverable/ Activity date	Acceptance Criteria	Home Office Approver
	Add/delete rows as appropriate				

3.Variation to the Charges

The Charges for this Statement of Work are varied such that the new maximum value of the SoW is £***** (excluding VAT), i.e. an increase/decrease of £***** (excluding VAT). Please see pricing table below.

Pricing Template

				Monthly Days (Limit)												Total Days	Sub Total (£)
Profession Role	Profession	SFIA Grade	Charge Rate (£/Day)	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23		
Profession Role	Profession	3															
Profession Role	Profession	4															
Monthly Day Rate Total (£)																	
Monthly Expenses Total																	
Monthly Total (Days)																	
Monthly Total (£)																	
																Total	

4. Agreement of Variation

- Words and expressions in this Statement of Work variation shall have the meanings given to them in the Call-Off Contract.
- The Call-Off Contract, including any previous Statement of Work changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Buyer:	
Name and Job Title:	
Signature and Date:	
Address	

Signed by an authorised signatory for and on behalf of the Supplier:	
Name and Job Title:	
Signature and Date:	
Address	

3. 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 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 dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Annex: Required insurances

- 1 The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than 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).

4. 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:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

5. Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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 is online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
 - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
 - 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

- 3.1.8 shall prepare and deliver to 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;
 - 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.

6 Sustainability

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which is online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 6.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 6.3 The Supplier will work collaboratively with the Buyer throughout the duration of the contract to assist with evidencing point 12 of the Technology Code of Practice Make your technology sustainable - GOV.UK (www.gov.uk) for individual work packages where it is applicable, including developing plans showing how the delivery of this contract over time can increase sustainability by meeting the outcomes defined in the Greening Government ICT and Digital Services Strategy.

6. Joint Schedule 6 (Key Subcontractors)

1 Restrictions on certain subcontractors

- 1.1 The Supplier is entitled, unless the Buyer states to the contrary, to sub-contract its obligations under each Call-Off Contract to the Key Subcontractors set out in the Call-Off Order Form.
- 1.2 Subject to Paragraph 1.1, the Supplier is entitled to sub-contract some of its obligations under a Call-Off Contract to Key Subcontractors 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 the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. 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. 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 name and details of the directors, employees, agents, consultants and contractors of the subcontractor engaged in the performance of the Supplier's obligations under the Contract. Details should include: name; role; email address; address; contract details; Worker Engagement Route – for example, employed by subcontractor; engaged via worker's intermediary e.g. PSC (i.e. a personal service company), engaged as an independent sole trader or employed by another entity in supply chain;
 - 1.4.3 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.4 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's length" terms;
 - 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.
- 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.

7. 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):

Term	Definition
“Accounting Reference Date”	means in each year, the date to which each entity in the FDE Group prepares its annual audited financial statements;
“Applicable Financial Indicators”	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 6 of this Schedule;
“Appropriate Accepted Mitigation”	<p>means a mitigation to a Financial Distress Event as agreed between the Parties, as follows:</p> <p>(a) as at the Effective Date, as set out in Annex 2 of this Schedule; and</p> <p>(b) during the term of the Contract, as set out in Paragraph 3.4 of this Schedule.</p> <p>All Appropriate Accepted Mitigations, including any new or amended Appropriate Accepted Mitigations must be documented and recorded in a format and location agreed between the Parties</p>
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
“Credit Rating Level”	means a credit rating level as specified in Annex 1 of this Schedule;
“Credit Rating Threshold”	means the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 3 of this Schedule;
“Financial Distress Event” or “FDE”	means the occurrence of one or more events as listed in Paragraph 3.1 of this Schedule;
“Financial Distress Event Group” or “FDE Group”	means the Supplier, Key Sub-contractors, the Supplier’s ultimate parent undertaking, Key Sub-contractors’ ultimate parent undertakings, and the Monitored Suppliers;
“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 the Contract in the event that a Financial Distress Event occurs. This plan should include what CCS or the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
“Financial Indicators”	in respect of the Supplier, Key Sub-contractors, the Supplier’s ultimate parent undertaking, the Key Sub-contractors’ ultimate parent undertakings, means each of the financial indicators set out at Paragraph 5.1 of this Schedule; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
“Financial Target”	means the target thresholds for each of the Financial

Thresholds”	Indicators set out at Paragraph 5.1 of this Schedule;
“Monitored Suppliers”	means those entities specified at Paragraph 6 of this Schedule;
“Primary Credit Ratings”	means Dun and Bradstreet credit ratings;
“Primary Credit Ratings Agency”	means Dun and Bradstreet;
“Rating Agencies”	means the rating agencies listed in Annex 1 of this Schedule or such other rating agencies as CCS or the Buyer may decide to use;

1.1 When this Schedule applies

1.2 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.

1.3 The terms of this Schedule shall survive termination or expiry of this Contract:

1.3.1 under the Central User Centred Design Contract until the later of (a) the termination or expiry of the Central User Centred Design Contract or (b) the latest date of termination or expiry of any Statement of Works entered into under the Central User Centred Design Contract (which might be after the date of termination or expiry of the Central User Centred Design Contract); and

1.3.2 under Statement of Works until the termination or expiry of any SOW.

2 WARRANTIES AND DUTY TO NOTIFY

2.2 The Supplier warrants and represents to CCS or the Buyer for the benefit of the Buyer that as at the Effective Date:

- (a) the long-term Primary Credit Ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 3 of this Schedule; and
- (b) either:
 - (i) the financial position or, as appropriate, the financial performance of each of the Supplier, Supplier’s ultimate parent undertaking, Key Sub-contractors, and Key Subcontractors’ ultimate parent undertakings satisfies the Financial Target Thresholds, or
 - (ii) the relevant Appropriate Accepted Mitigations are in place.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer in writing if there is any downgrade in the credit rating issued by the Primary Credit Ratings Agency for any entity in the FDE Group, which results in the level of risk being assessed as high or greater than average (and in any event within 5 Working Days of the occurrence of the downgrade). The categorisation of credit ratings by risk level is defined in Annex 1.

2.3 The Supplier shall:

- (a) regularly monitor the credit ratings of each entity in the FDE Group with the Primary Credit Ratings Agency;
- (b) monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least quarterly from the effective date, and update the Financial Indicators when public information becomes available, and in any event, no less than once a year within 285 days after the Accounting Reference Date;
- (c) provide regular updates to CCS and the Buyer on, as a minimum, the Primary Credit Ratings for each entity in the FDE Group;
- (d) promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer 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).; and
- (e) ensure when complying with this Paragraph 2.3 that it complies with the law of England and Wales, including all market regulations and local law that applies to England and Wales.

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if:

- (a) any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or
- (b) a Rating Agency that is specified as holding a Credit Rating Level for an entity as set out at Annex 3 of this Schedule ceases to hold or is unable to provide a Credit Rating Level for that entity, and the Supplier fails to provide an acceptable explanation to the Buyer.

2.5 Each report submitted by the Supplier pursuant to Paragraph 2.3(b) shall:

- (a) be a single report with separate sections for each of the FDE Group entities;
- (b) contain a sufficient level of information to reasonably enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
- (c) include key financial, explanatory narrative, and other supporting information (including any accounts data that has been relied on) as separate annexes;
- (d) be based on the audited accounts or any other publicised financial information for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and

- (e) include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.

3 FINANCIAL DISTRESS EVENTS AND APPROPRIATE ACCEPTED MITIGATIONS

3.1 The following shall be Financial Distress Events, unless an Appropriate Accepted Mitigation is in place:

- (a) the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- (b) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case 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 an FDE Group entity;
- (d) an FDE Group entity committing a material breach of covenant to its lenders;
- (e) a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to CCS or the Buyer which CCS or the Buyer (acting reasonably) consider to be adequate;
- (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to CCS or the Buyer which CCS or the Buyer acting reasonably considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:
 - (i) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
 - (ii) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (iii) non-payment by an FDE Group entity of any financial indebtedness;

- (iv) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
- (v) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
- (vi) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity,

in each case which CCS or the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with this Contract;

- (j) any one of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold; or
- (k) if a previously Appropriate Accepted Mitigation is no longer available for a particular FDE or is no longer sufficient to constitute an Appropriate Accepted Mitigation.

3.2 On the occurrence of an FDE pursuant to Paragraph (j) to (k):

- (a) the Supplier shall:
 - (i) notify CCS and the Buyer in accordance with Paragraph 22.3(d) above; and
 - (ii) provide to CCS and the Buyer in writing within 10 Working Days or as otherwise agreed between the Parties of the date on which the Supplier first becomes aware of the FDE or of the date on which CCS or the Buyer has brought the FDE to the Supplier's attention, its proposed mitigation; and
- (b) the Parties shall then discuss the proposed mitigation in good faith and CCS or the Buyer shall, as soon as practicable, either:
 - (i) agree that the proposed mitigation constitutes an Appropriate Accepted Mitigation; or
 - (ii) exercise its rights under Paragraph 4 of this Schedule.

3.3 Failure by CCS or the Buyer to exercise its rights under Paragraph 4 of this Schedule shall constitute acceptance of the Appropriate Accepted Mitigation, unless such failure was due to an act or omission of the Supplier.

3.4 For the purposes of this Paragraph 3 Appropriate Accepted Mitigations include:

- (a) for the Supplier:
 - (i) the existence of a valid Guarantee provided by a Parent Undertaking as Guarantor: and
 - (ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and

- (iii) the Supplier's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
- (b) for Sub-contractors:
 - (i) The existence of a valid Guarantee provided by a Parent Undertaking as Guarantor; and
 - (ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
 - (iii) the Sub-contractor's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and

- (c) for all entities within the FDE Group:

a mitigation that reduces the level of risk of the FDE to a level acceptable to CCS or the Buyer. This may include access to sufficient unused credit facilities or other risk mitigations, as listed in the Outsourcing Playbook '*Assessing and Monitoring the Economic and Financial Standing of Suppliers*' Guidance note available at: [Assessing and monitoring the economic and financial standing of suppliers guidance note May 2021.pdf \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/91212/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf).

- 3.5 All Appropriate Accepted Mitigations including any new or amended Appropriate Accepted Mitigations will be documented and recorded in a format and location agreed between the Parties (for example in a dedicated and access-controlled area of the Virtual Library).

4 CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event in accordance with Paragraph 22.3(d) (or if CCS or the Buyer becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier) and subject to Paragraph 3, the Supplier shall have the obligations and CCS and the Buyer shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event of the first instance within a rolling 3-month period, of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1, CCS and the Buyer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
 - (a) rectify such late or non-payment; or
 - (b) demonstrate to CCS and the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) shall):

- (a) at the reasonable request of CCS or the Buyer, meet CCS or the Buyer as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS or the Buyer may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Deliverables in accordance with this Contract; and
- (b) where CCS or the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a)) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with this Contract:
 - (i) submit to CCS or the Buyer for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS or the Buyer may permit and notify to the Supplier in writing); and
 - (ii) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor), as CCS or the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include without limitation forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event and other information that might be price sensitive.

4.4 CCS or the Buyer shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If CCS or the Buyer does not 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 or the Buyer within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is either:

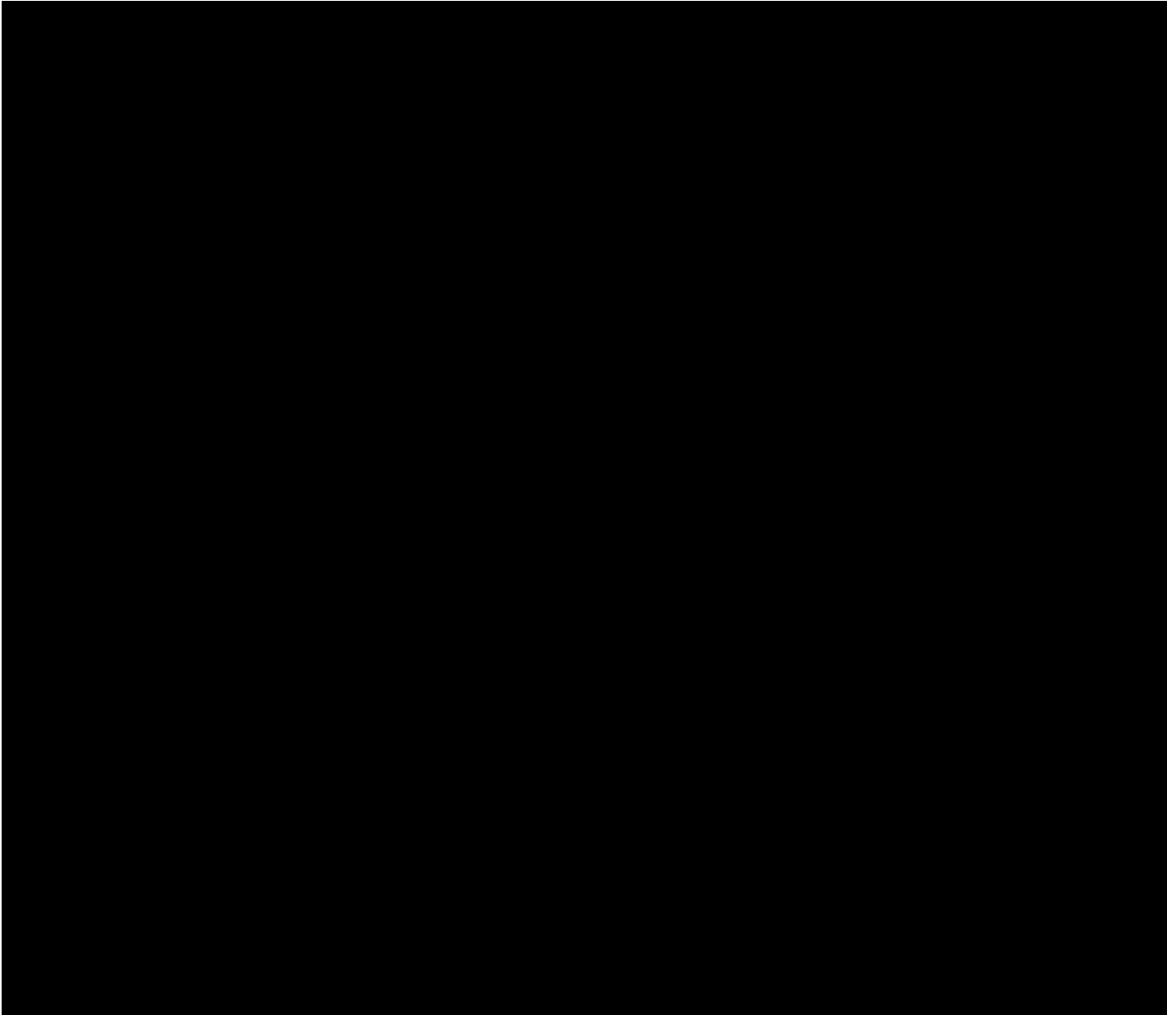
- (a) approved by CCS or the Buyer;
- (b) referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been approved, to commercial negotiation led by senior representatives who have Buyer to agree the Financial Distress Service Continuity Plan to be held within 28 days of the date of the notice; or
- (c) finally rejected by CCS or the Buyer.

- 4.5 If CCS or the Buyer 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 ensure the continued performance of the Supplier's obligations in accordance with the Contract, 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 the CCS or Buyer, the Supplier shall:
- (a) on a regular basis (which shall not be less than fortnightly):
 - (i) review and make any updates to the Financial Distress Service Continuity Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by CCS or the Buyer, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
 - (ii) provide a written report to CCS or the Buyer setting out its progress against the Financial Distress Service Continuity Plan, the reasons for any changes made to the Financial Distress Service Continuity Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
 - (b) where updates are made to the Financial Distress Service Continuity Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Service Continuity Plan to CCS and the Buyer for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
 - (c) 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 under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and the Buyer and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3(b)(ii) is available when required and on request from CCS and the Buyer and within reasonable timescales. Such measures may include:
- (a) obtaining in advance written confirmation from Key Sub-contractors, Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) authorising the disclosure of the information to the CCS and Buyer and/or entering into confidentiality agreements which permit disclosure;

- (b) agreeing in advance with CCS and the Buyer, the Key Sub-contractors, Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the CCS and the Buyer;
- (c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the CCS and the Buyer (which may include (without limitation) making information available to nominated CCS and Buyer personnel through confidential arrangements, subject to their consent); and
- (d) disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5 FINANCIAL INDICATORS

- 5.1 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:



Key: ¹ – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

6 MONITORED SUPPLIERS

6.1 Monitored Suppliers shall be designated at contract signature.

6.2 A Monitored Supplier could include any Sub-contractor that is not a Key Subcontractor, which in the opinion of CCS or the Buyer, performs (or would perform if appointed) a role:

- (a) in the provision of all or any part of the Deliverables that is such that the discontinued provision of that role would be detrimental to the ability of the Supplier to deliver the Deliverables to its established performance standards; and/or

- (b) in the provision of all or any part of the deliverables that is such that the discontinued provision of that role may affect the Supplier's financial stability; and/or
- (c) for which it would be difficult for the Supplier to find a replacement Sub-contractor within a reasonable time.

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
Not Applicable	Not Applicable

7 TERMINATION RIGHTS

7.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if under Clause 14.4.2 if:

- (a) the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.3(c);
- (b) the supplier fails to comply with any part of Paragraph 4.3;
- (c) the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.4 to 4.5; and/or
- (d) 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(c).

If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

8 BOARD CONFIRMATION

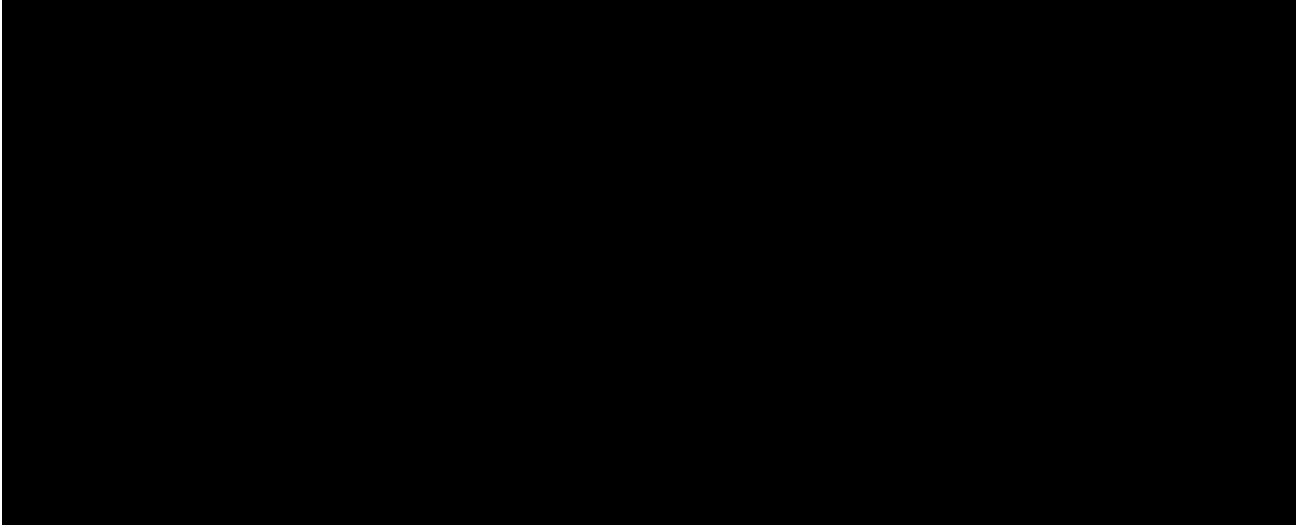
8.1 The Supplier, subject to Paragraph 8.4 of this Schedule, shall within 120 days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Buyer in the form set out at Annex 5 of this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

- 8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.
- 8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.
- 8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

ANNEX 1: RATING AGENCIES AND THEIR STANDAR RATING SYSYTEM

This Annex sets out the standard rating scales for each of the Rating Agencies selected. CCS and the Buyer reserves the right to use other rating scales from other Rating Agencies that are not listed in this Annex.

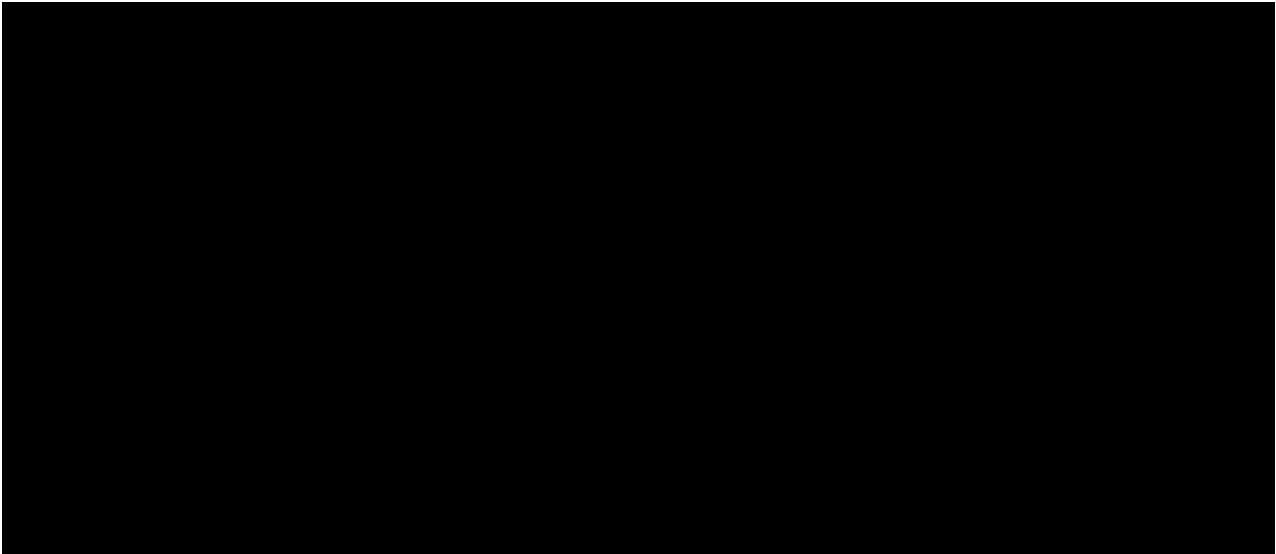


ANNEX 2: APPROPRIATE ACCEPTED MITIGATIONS

1. As at the Effective Date, the Parties agree that the Appropriate Accepted Mitigation:

[COMPLETE AS REQUIRED]

ANNEX 3: Credit Ratings And Credit Rating Thresholds



ANNEX 4: Calculation Methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

1. **Terminology.** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding

items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).

2. **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
1. <u>Operating Margin</u>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of financial statements.</p> <p>Operating Profit is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
2. <u>Net Debt to EBITDA Ratio</u>	<p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' EBITDA.</p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p>

Financial Indicator	Specific Methodology
	<ul style="list-style-type: none"> • Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met. <p>EBITDA: Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
3. [Net Debt + Net Pension Deficit to EBITDA ratio]	<p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets</p>

Financial Indicator	Specific Methodology
	<p><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries’ EBITDA.</i></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <ul style="list-style-type: none"> • <u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. • <u>Net Pension Deficit</u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms. Where ‘Net Debt + Net Pension Deficit’ is negative, the relevant Financial Target Threshold should be treated as having been met. • <u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.

Financial Indicator	Specific Methodology
	<p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
4. Net Interest Payable Cover	<p><i>"Earnings Before Interest and Tax" = Operating profit</i></p> <p><i>"Net Interest Payable" = Interest payable – Interest receivable</i></p> <p>Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of financial statements. Operating Profit is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit</p> <p>Interest receivable and interest payable should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest payable is negative (i.e. the entity has net interest receivable), the relevant Financial Target Threshold should be treated as having been met.</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
5. Current Ratio	<p>All elements that are used to calculate the Current Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
6. Net Asset value	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-</p>

Financial Indicator	Specific Methodology
	<p>controlling interests (as if the entity owned 100% of such entity).</p> <p>For Charities Net Assets would be Total Charity Funds</p>

ANNEX 5: BOARD CONFIRMATION**Supplier Name:****Contract Reference Number:**

The Board of Directors acknowledge the requirements set out at Paragraph 8 of Joint Schedule 7 (Financial Difficulties]) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

1. that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
2. of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair

Signed

Date

Director

Signed

Date

8. 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]	
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:	

9. Joint Schedule 11 (Processing Data) RM1043.8

Definitions

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

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

Status of the Controller

- 2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”, in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- 3 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 4 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;

- (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information) of the Core Terms;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or 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, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7 Subject to Paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.

- 8 The Processor's obligation to notify under Paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

- 18 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22 The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (Processing Personal Data).
- 23 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 24 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

- (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 28 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 29 Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1: Processing Personal Data

- 1 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:
- 1.2 The contact details of the Supplier's Data Protection Officer are:
- 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>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <i>Data within the Buyer's Poise network environment may include, but not limited to, data related to nominated Buyer Staff (including volunteers, agents, and temporary workers), customers/ clients, citizens, suppliers, users etc: name, address, date of birth, NI number, telephone number, images, etc.</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <i>Personal data regarding the Supplier Staff (permanent and contractor) being supplied to the Buyer to deliver the Call-Off Contract.</i> <p>The Parties are not Joint Controllers</p> <p>The Parties are Independent Controllers of Personal Data</p> <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 Staff for which the Supplier is the Controller, Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,

Duration of the Processing	<p>The Processing of Personal Data within the Buyer's Poise network environment by the Supplier shall be within the Call-Off Contract period as stated in Part A - Order Form.</p> <p>The processing of Personal Information by the Buyer shall be within the Call-Off Contract period as stated in Part A - Order Form.</p>
Nature and purposes of the Processing	<p>The nature of the Supplier Processing means any operation such as accessing, collection, recording, organisation, structuring, storage , retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction of data (whether or not by automated means) etc.</p> <p>The purpose of the Supplier Processing might include the specified Services as stated in Call-Off Contract information including the main outcomes, responsibilities and key deliverables of the applications remediation supplier services, employment processing, statutory obligation, recruitment assessment etc.</p> <p>The purpose of the Buyer Processing might include the management of personal data transferred to the Buyer for processing of Security and Vetting requirements. The Supplier provides PII to the Buyer solely for the purpose of temporary employment processing and to verify that Supplier staff meet the clients vetting and Security Clearance requirements. The Supplier will supply this data in electronic form and PII data will be transferred using a suitable level of encryption for the processor.</p>
Type of Personal Data	<p>Examples of Personal Data within the Buyer's Poise network environment may include, but not limited to, data related to nominated Buyer Staff (including volunteers, agents, and temporary workers), customers/ clients, citizens, suppliers, users etc: name, address, date of birth, NI number, telephone number, images, etc.</p> <p>PII information provided to the Buyer for processing include:</p> <ul style="list-style-type: none"> • Name • NI number • Address • Telephone number • Date of Birth • Nationality and Visa details • Email • Previous Addresses • Vetting Information – SC certificates • Employment history and references
Categories of Data Subject	<p>Buyer Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, citizens such as patients, students/pupils, members of the public, users of various Buyer services websites/portals etc.</p> <p>Supplier Staff (including contractors and permanent) and customers/ clients.</p>

<p>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>	<p>The Supplier shall return and delete or destroy all such Personal Data and information accessed and Processed by the expiration of the Call-Off Contract.</p> <p>Data transferred to the Buyer for the purpose of Security Clearances and Vetting by the Supplier shall be destroyed by the client following the processing of the personal data to confirm security clearances and vetting. The onus is on the processor to destroy the personal data immediately following confirmation of Security Clearance and vetting. No data should be retained longer than 3 years after the completion of the project.</p>
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Annex 2 - Joint Controller Agreement – NOT USED

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 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 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 [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK 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 UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables 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 [Supplier's/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 Legislation as against the relevant Party as Controller.

1. Undertakings of both Parties

1.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every [x] months on:
 - (i) the volume of Data Subject Access Request (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 Deliverables 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 prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party 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 Deliverables 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;
- (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 the 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 Legislation;
- (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 it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

1.2 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.

2. **Data Protection Breach**

- 2.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming 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; and
 - (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.

2.2 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.

3. **Audit**

3.1 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 Legislation; 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 UK 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 Deliverables.

3.2 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.

4. **Impact Assessments**

4.1 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 UK GDPR.

5. **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.

6. **Liabilities for Data Protection Breach**

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

6.1 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:

- (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).

- 6.2 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.
- 6.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (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.
- 6.4 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.

7. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

8. Sub-Processing

- 8.1 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 Legislation.

9. **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 Legislation 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 Legislation and its privacy policy.

10. 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):

Term	Definition
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.
- 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.
- 1.2 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.

- 1.3 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.

Annex 1

[Supply Chain Information Report template](#)

11. Call-Off Schedule 1 (Transparency Reports)

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.

Annex A: List of Transparency Reports

The Parties agree that the reporting requirements are provided and managed within Schedule 14B Service Level and Balance Scorecard as per the agreed KPI reporting template.

Title	Content	Format	Frequency
Performance	Performance Metrics	Open Contracting Data Standard (OCDS)	Monthly
Call Off Contract Charges	Contract Prices	Open Contracting Data Standard (OCDS)	Quarterly
Key Sub-Contractors	Governance Arrangements, including those for supply chains where significant contract value rests with subcontractors	Open Contracting Data Standard (OCDS)	Quarterly
Technical	Resource Plans	Open Contracting Data Standard (OCDS)	Quarterly
Performance Management	Plans for Management of Underperformance Service Improvement reports	Open Contracting Data Standard (OCDS)	Quarterly

12. 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):

Term	Definition
Acquired Rights Directive	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
Employee Liability	<p>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:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Former Supplier	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

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: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
Old Fair Deal	HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;
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. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

Staffing Information	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, 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;
Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Staff 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 Staff 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;
Term	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension 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;
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.

2 Interpretation

- 2.1 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.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3 Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)]
- Part E (Staff Transfer on Exit)

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 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 or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the

Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 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 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 1.5.2 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 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall 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.
- 1.8 The indemnities in Paragraph 1.5:
 - 1.8.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.
- 1.9 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.

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 Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the 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, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not,

assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
 - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
 - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
 - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- and shall promptly notify, and procure that each Subcontractor shall 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 relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 On or around each anniversary of the Start 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, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
 - 1.7 The Supplier shall provide, and shall procure that each Subcontractor 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 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, and shall procure that each Subcontractor 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 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor 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 and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 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:
 - 2.3.1 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;
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a

Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities 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 including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final 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 or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that 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; and

- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, 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 pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
- (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; and
- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of

PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Supplier and/or any Subcontractor; and
- (b) the Replacement Supplier and/or the Replacement Subcontractor.

- 2.12 The Supplier shall, and shall procure that each Subcontractor 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.
- 2.13 Subject to Paragraph 2.14, 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:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 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 Subcontractor (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.

13. Call-Off Schedule 3 (Continuous Improvement)

1 Buyer's Rights

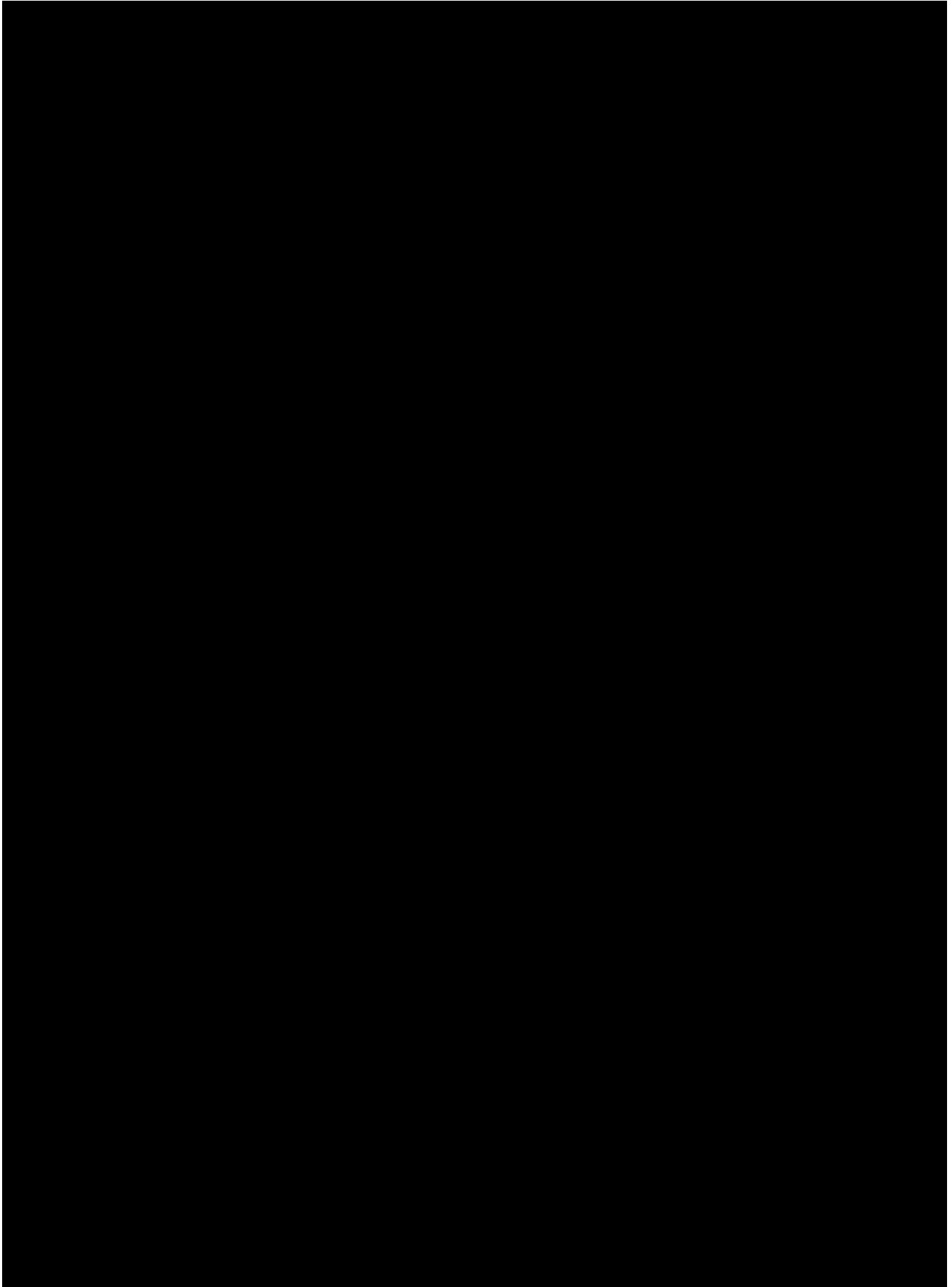
- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

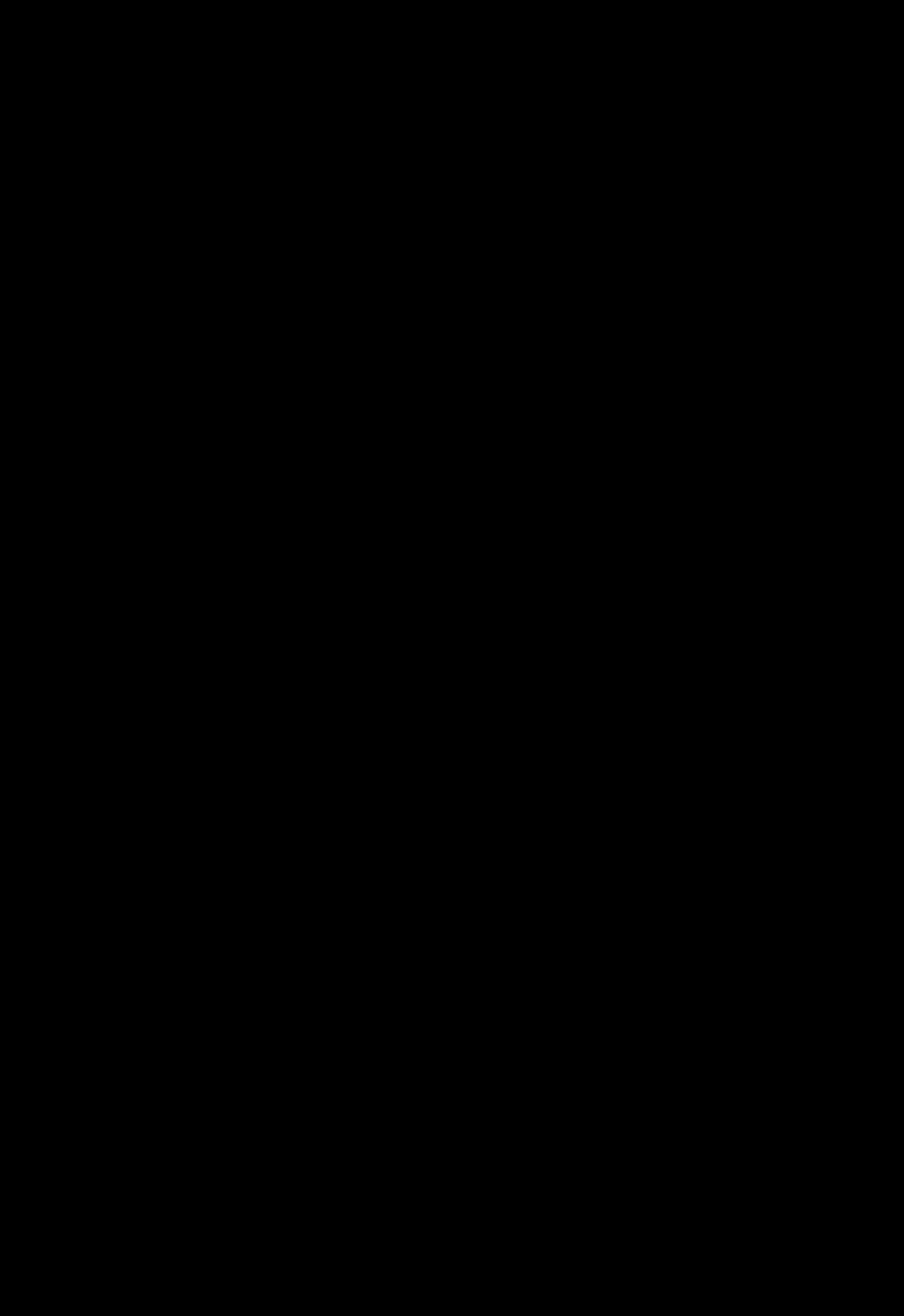
2 Supplier's Obligations

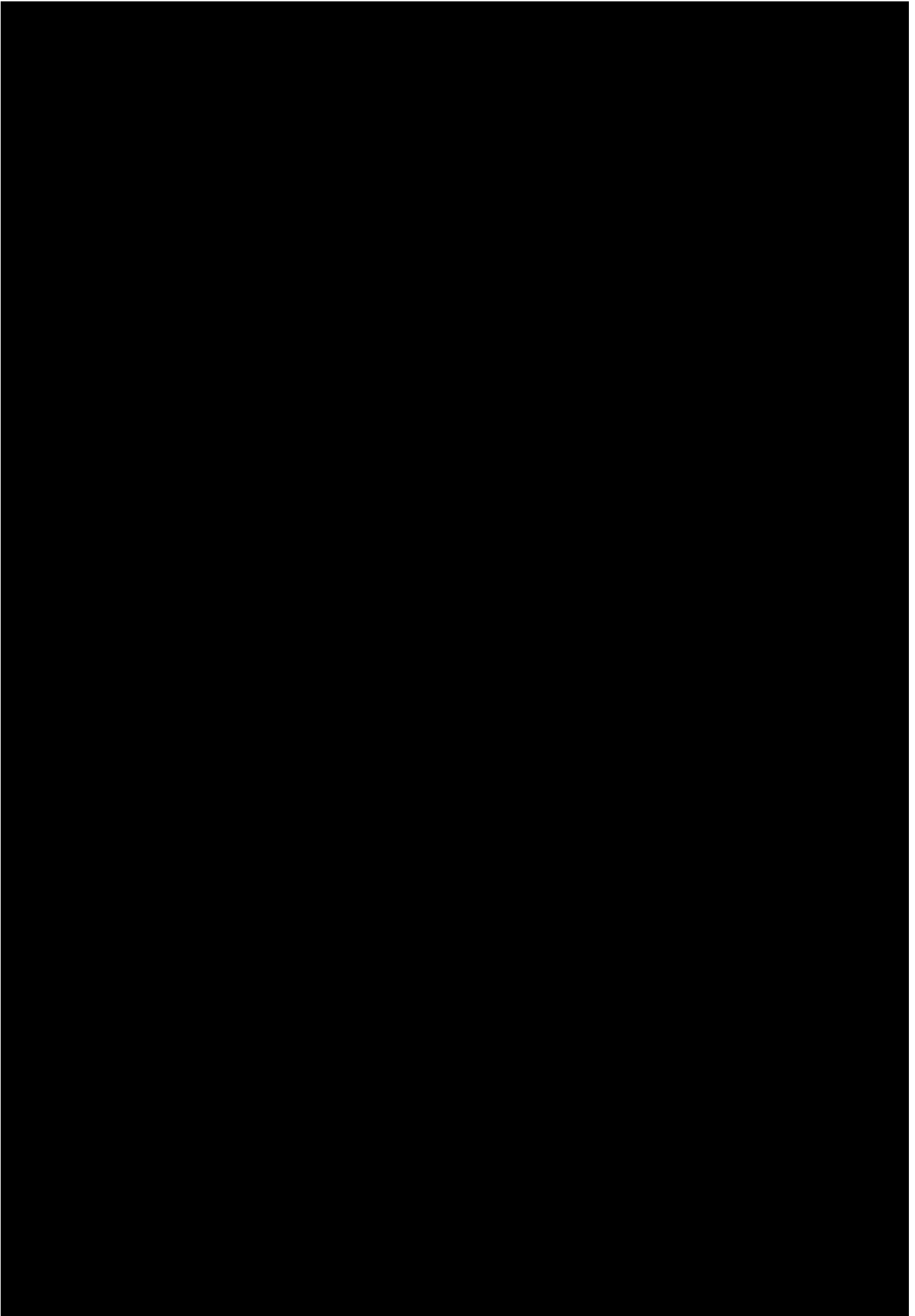
- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The 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.
- 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:

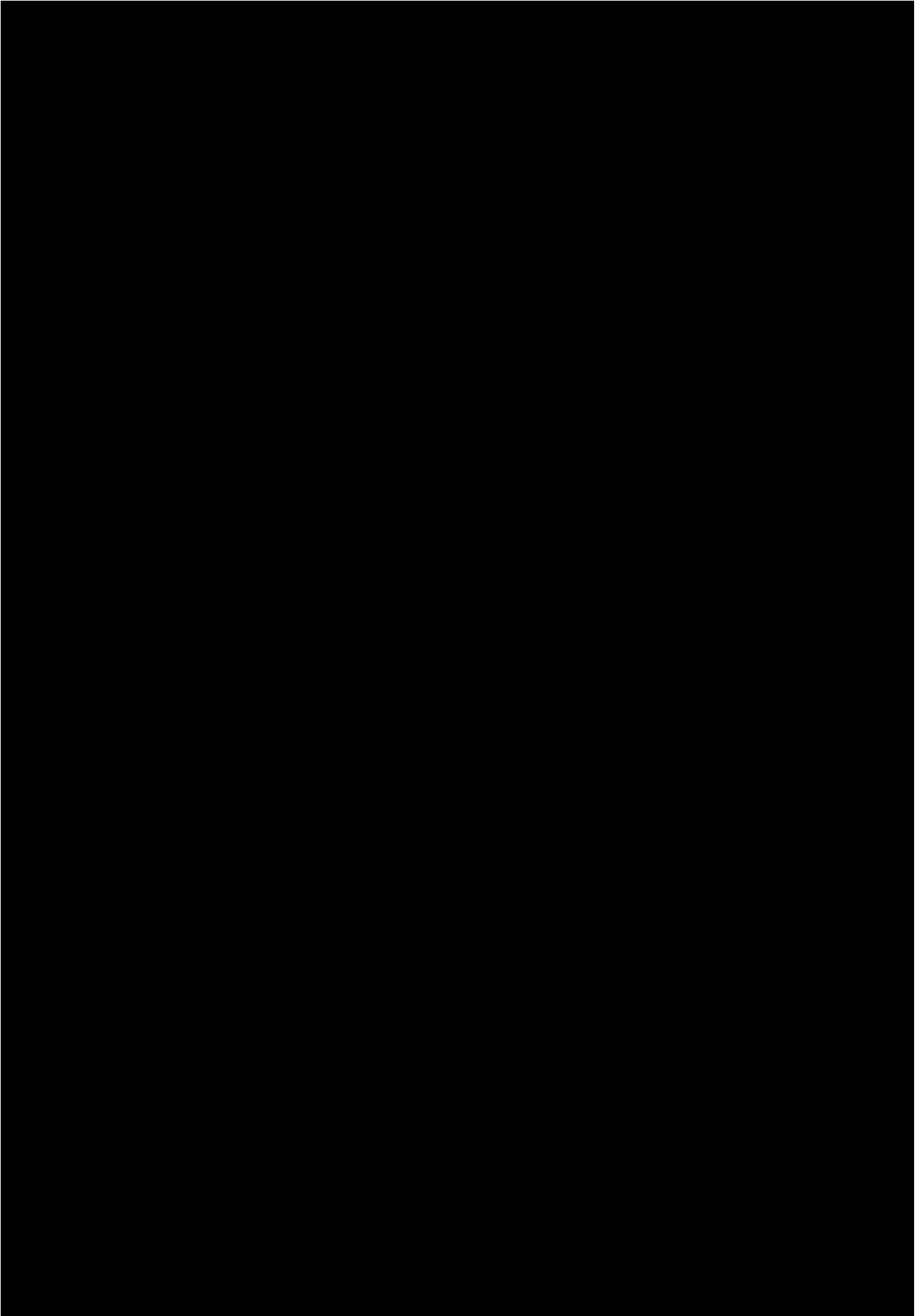
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review 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.

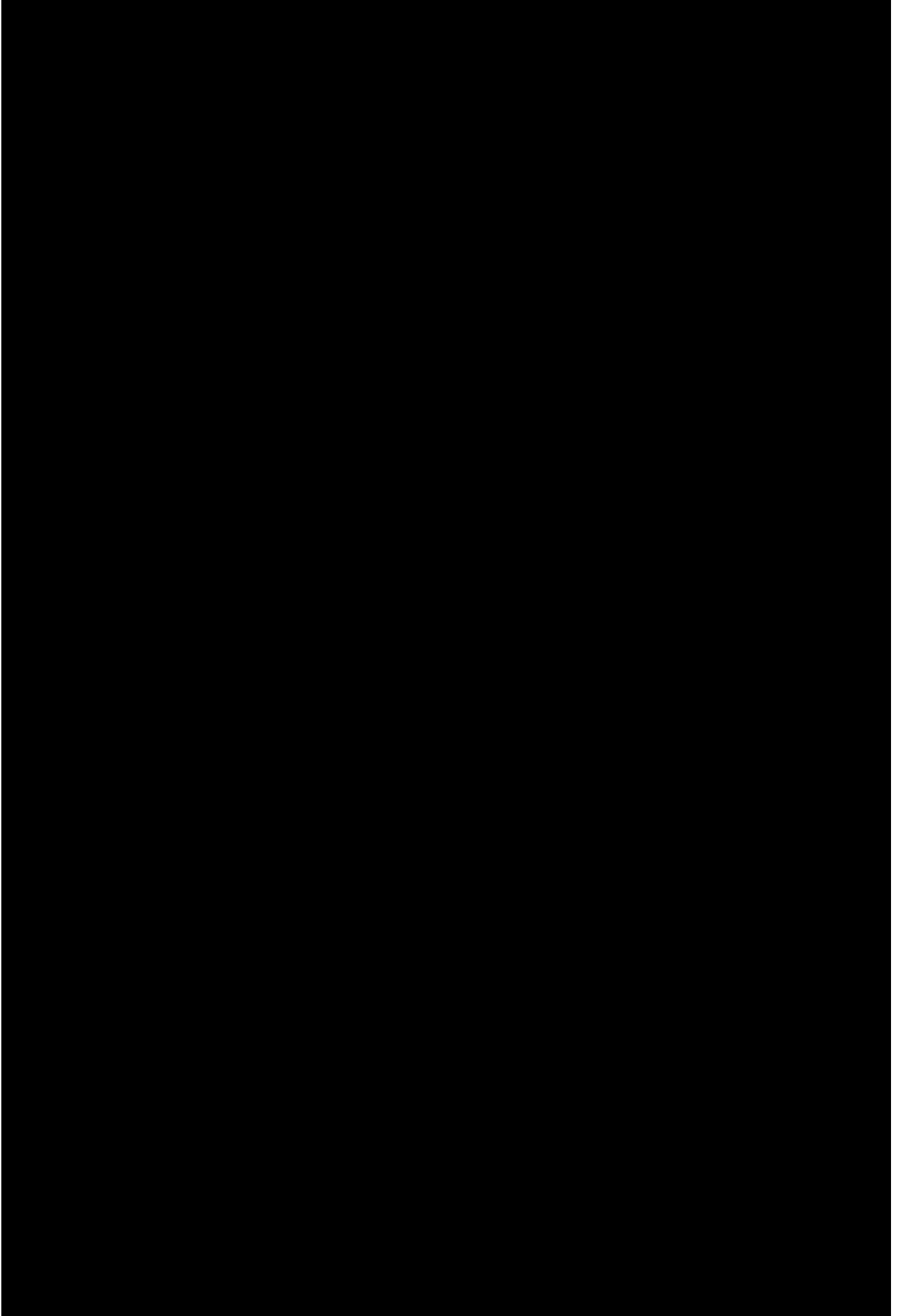
14. Call-Off Schedule 4 (Call-Off Tender)

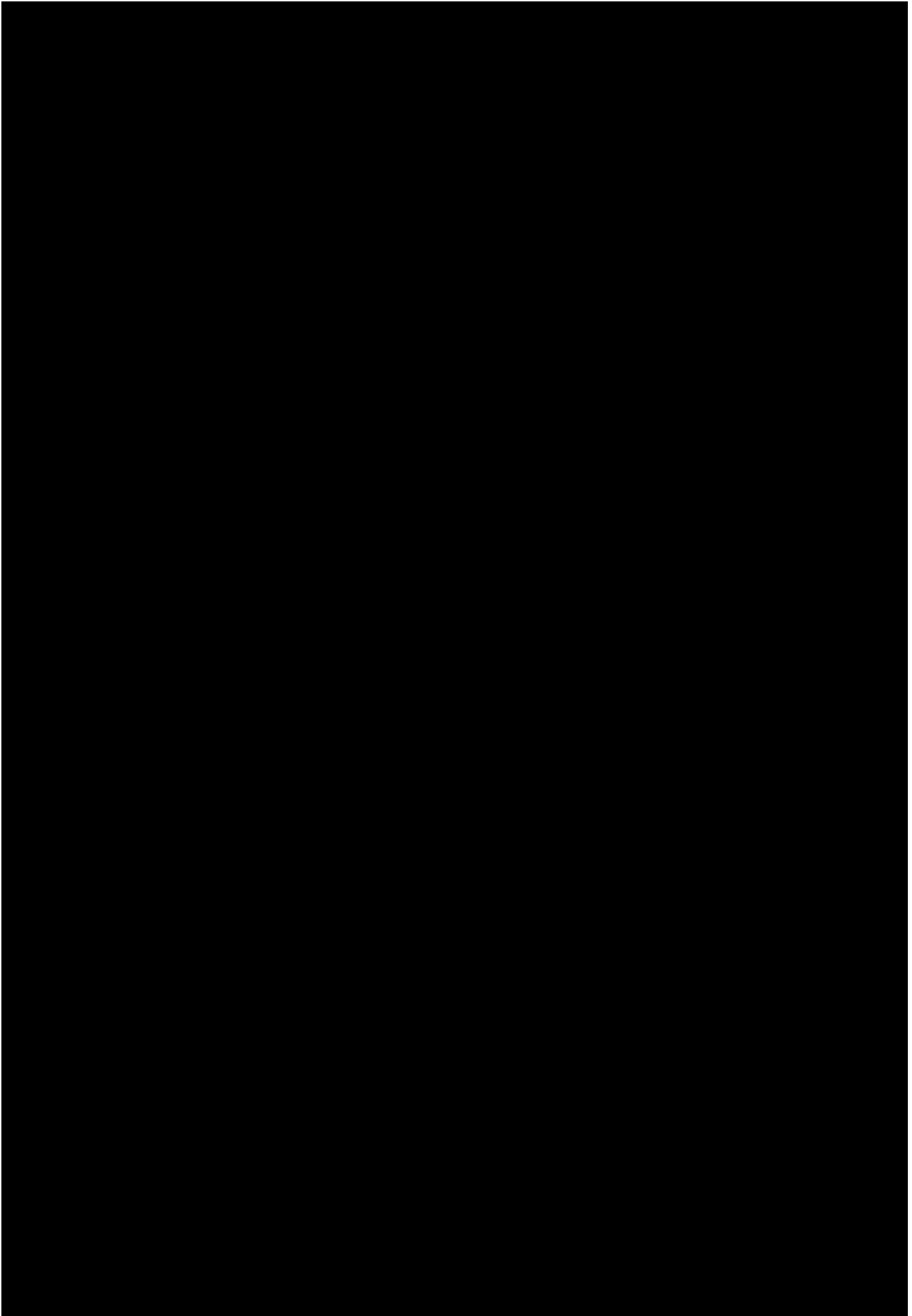


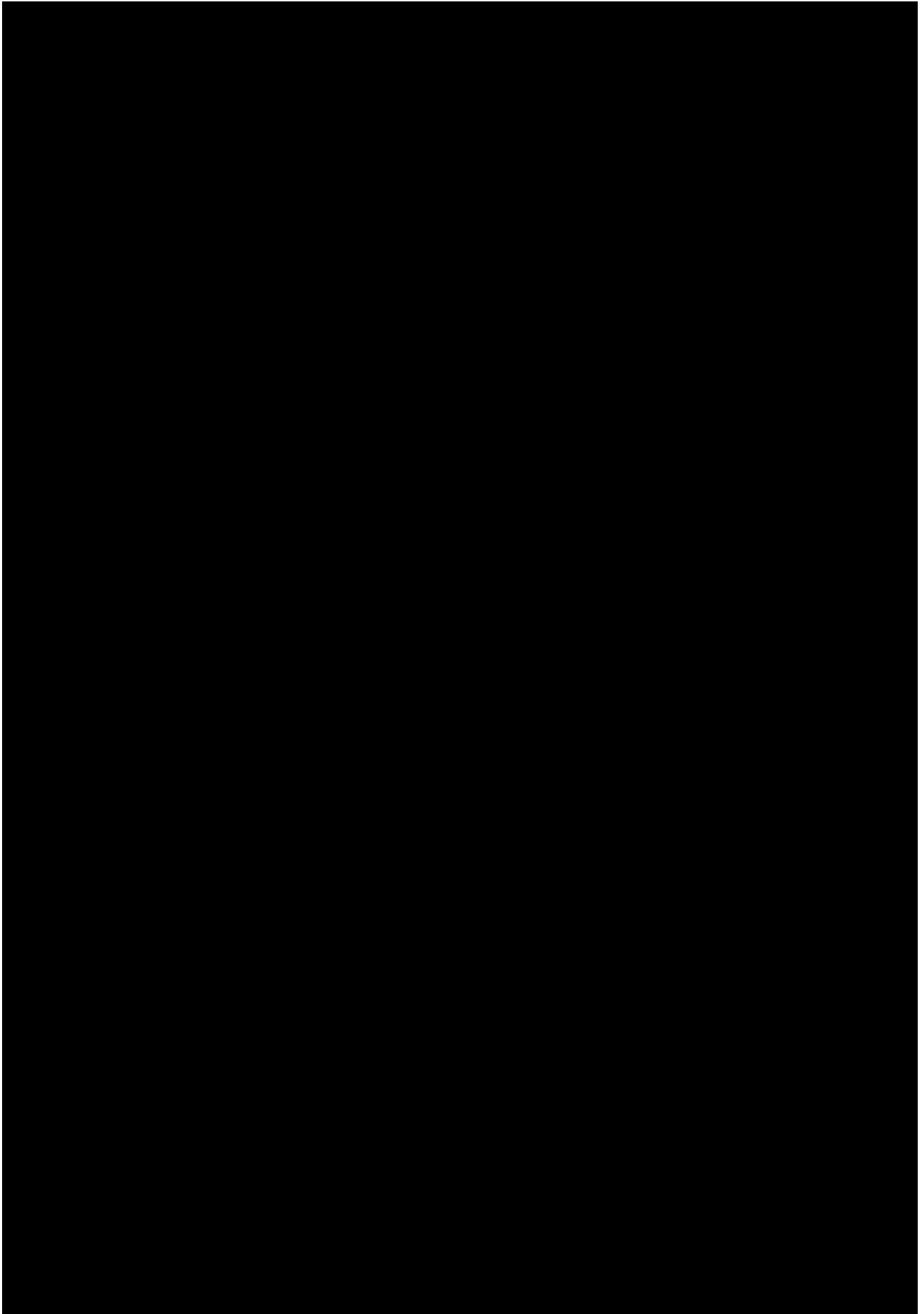


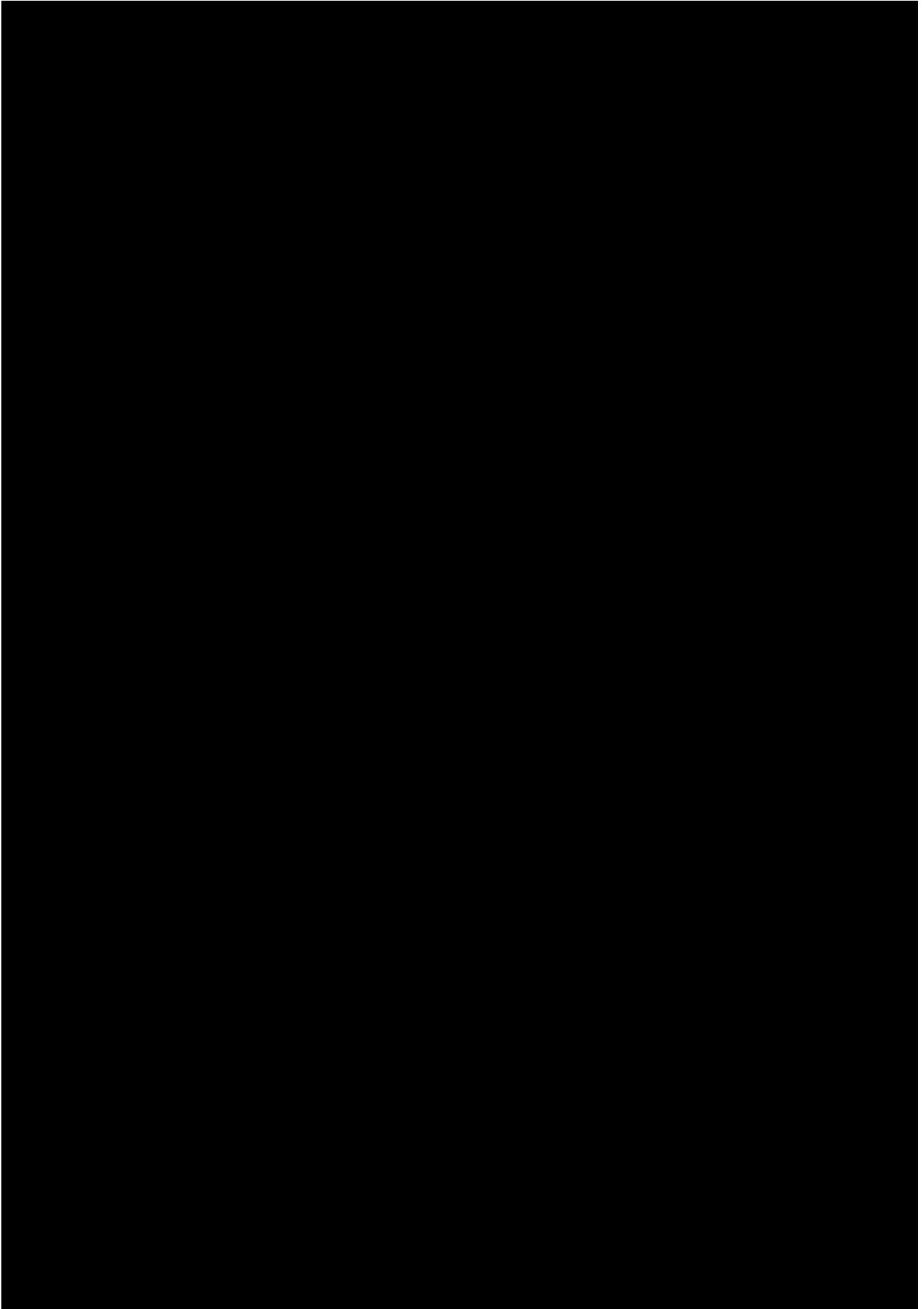


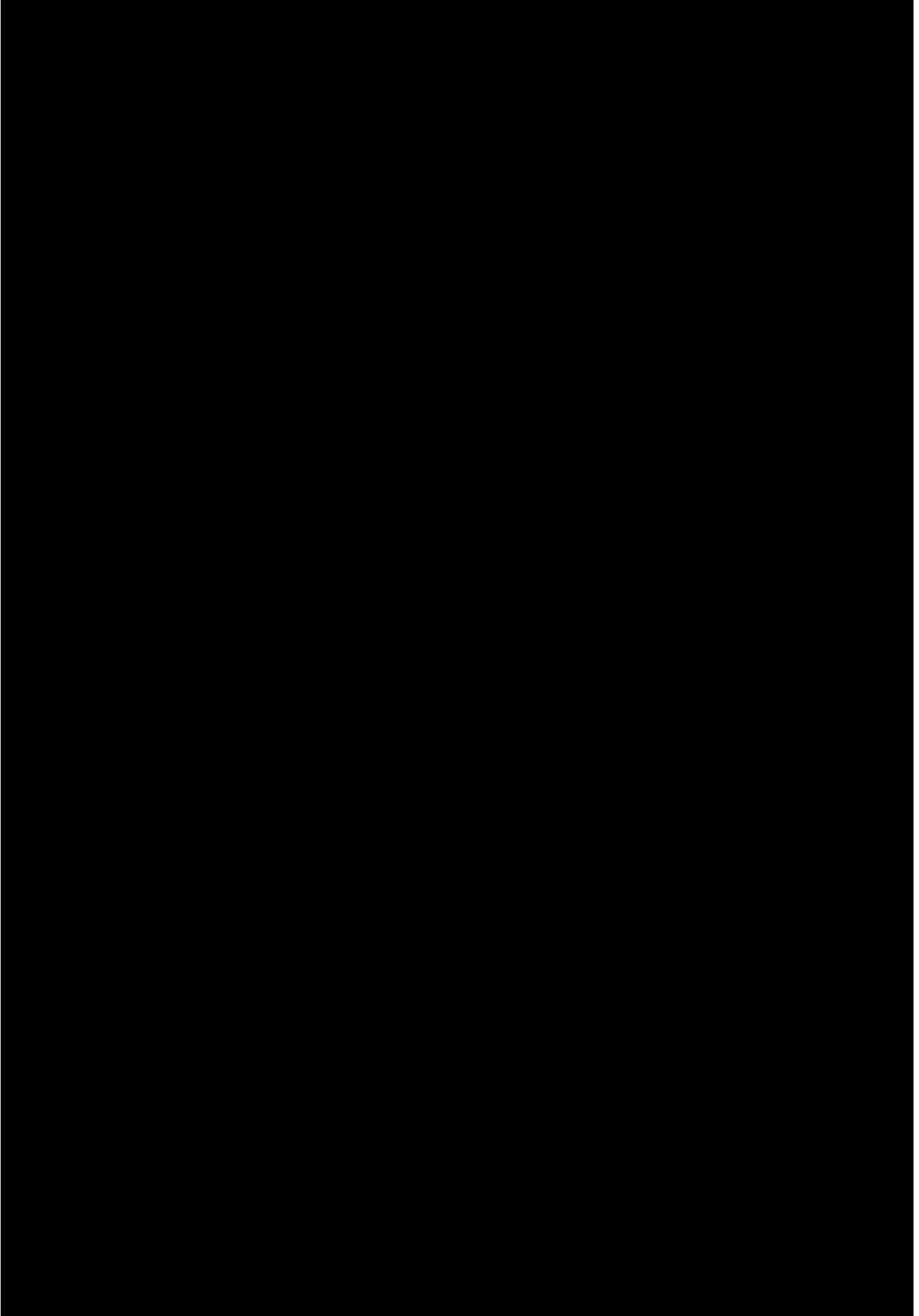


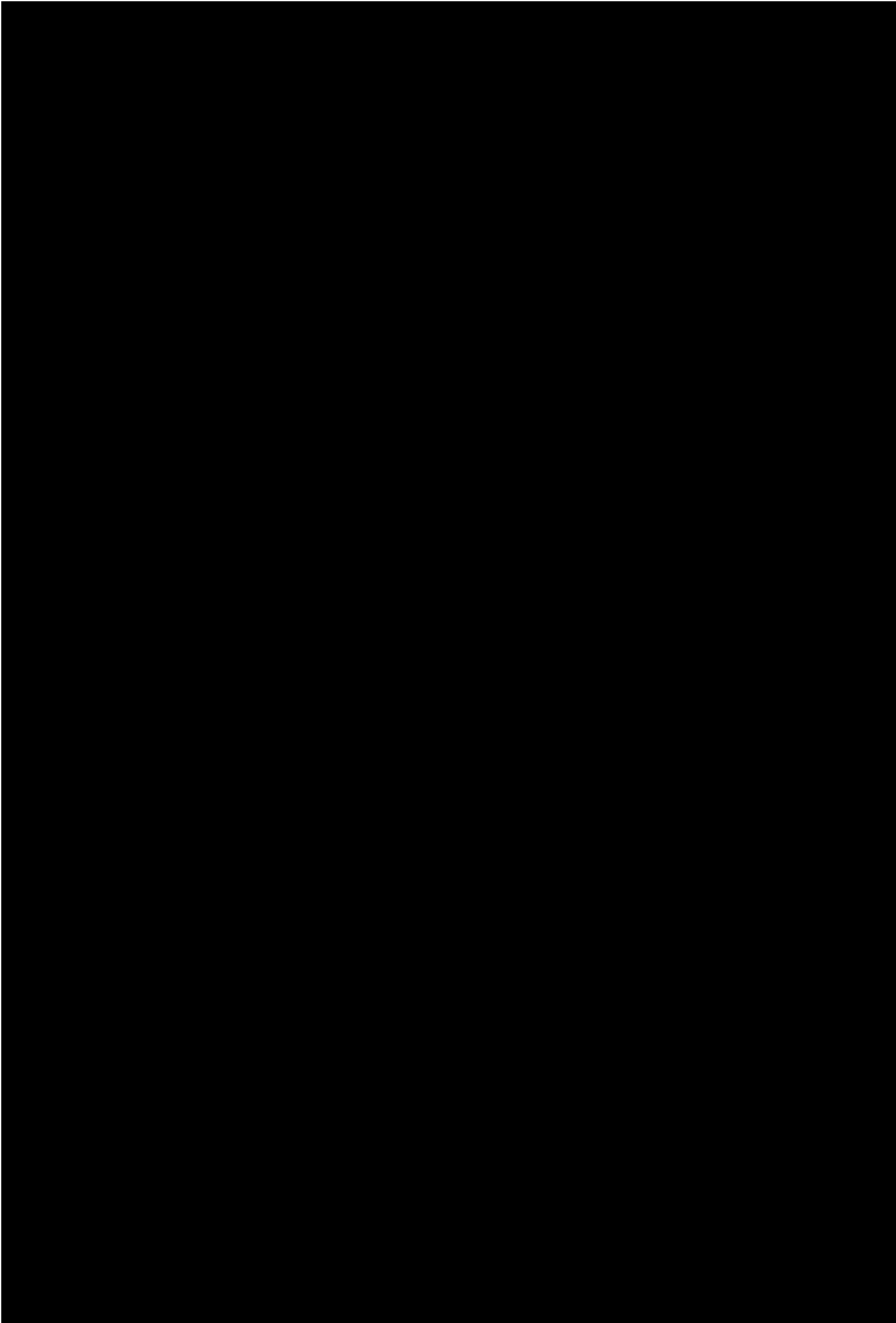


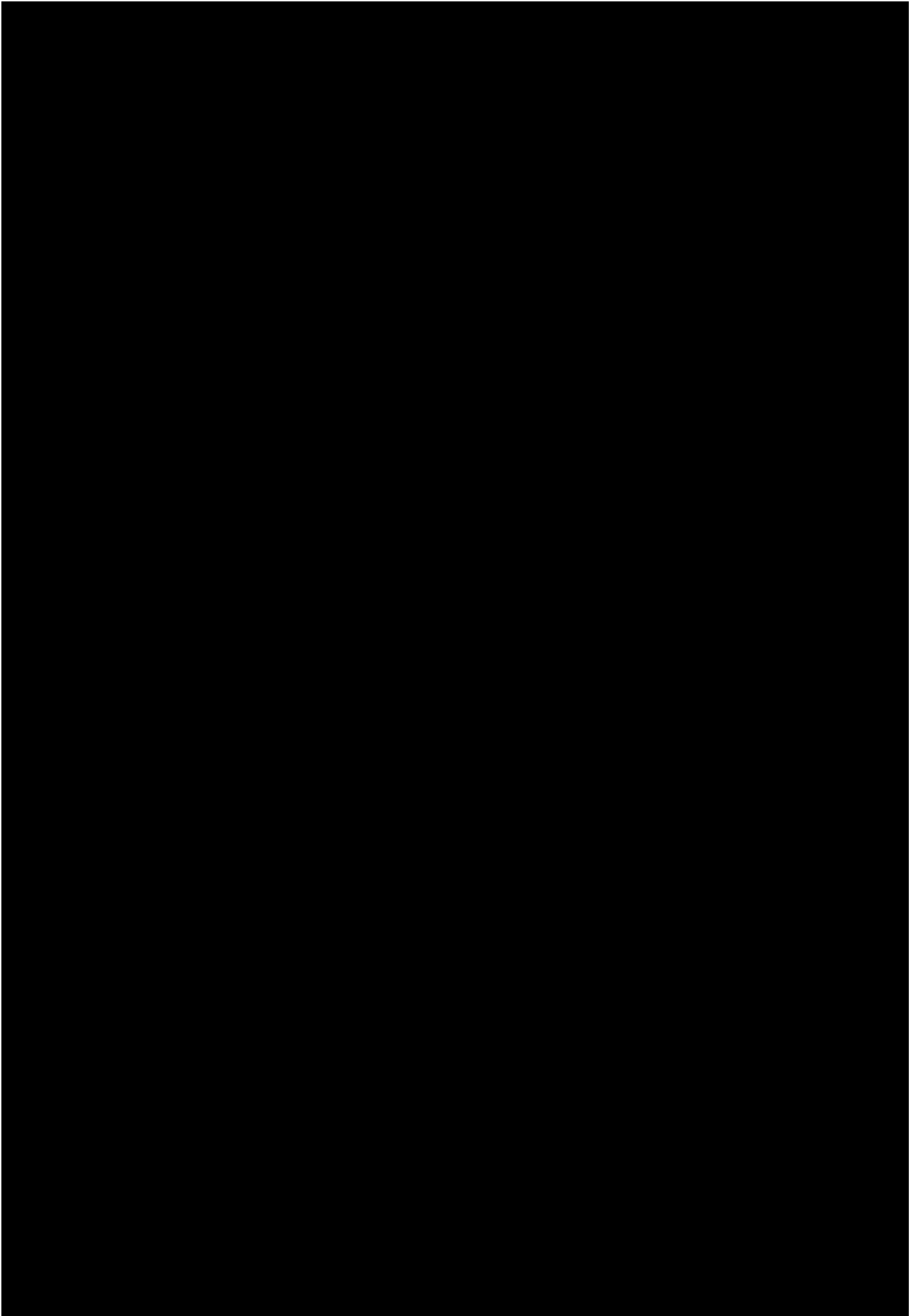


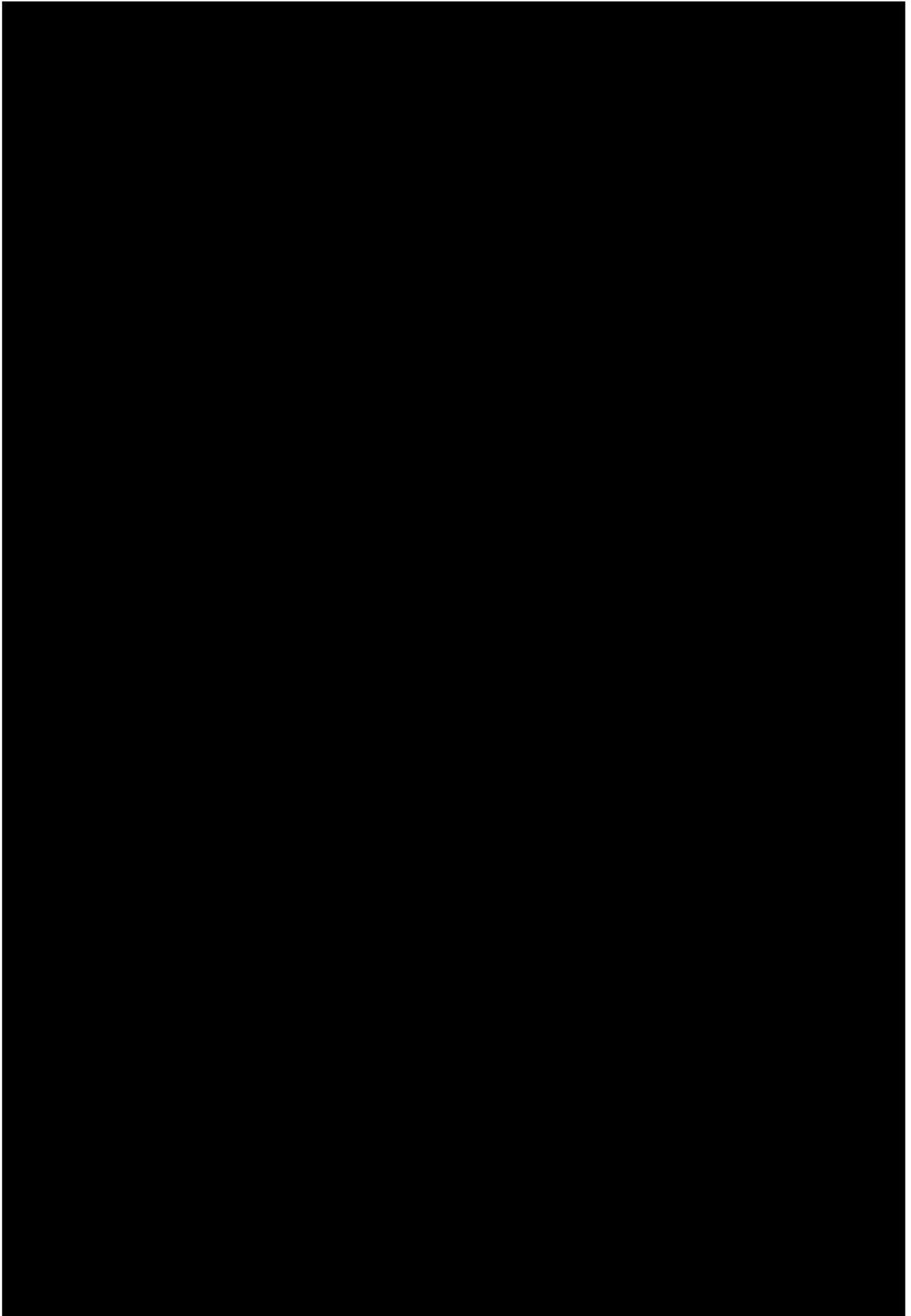


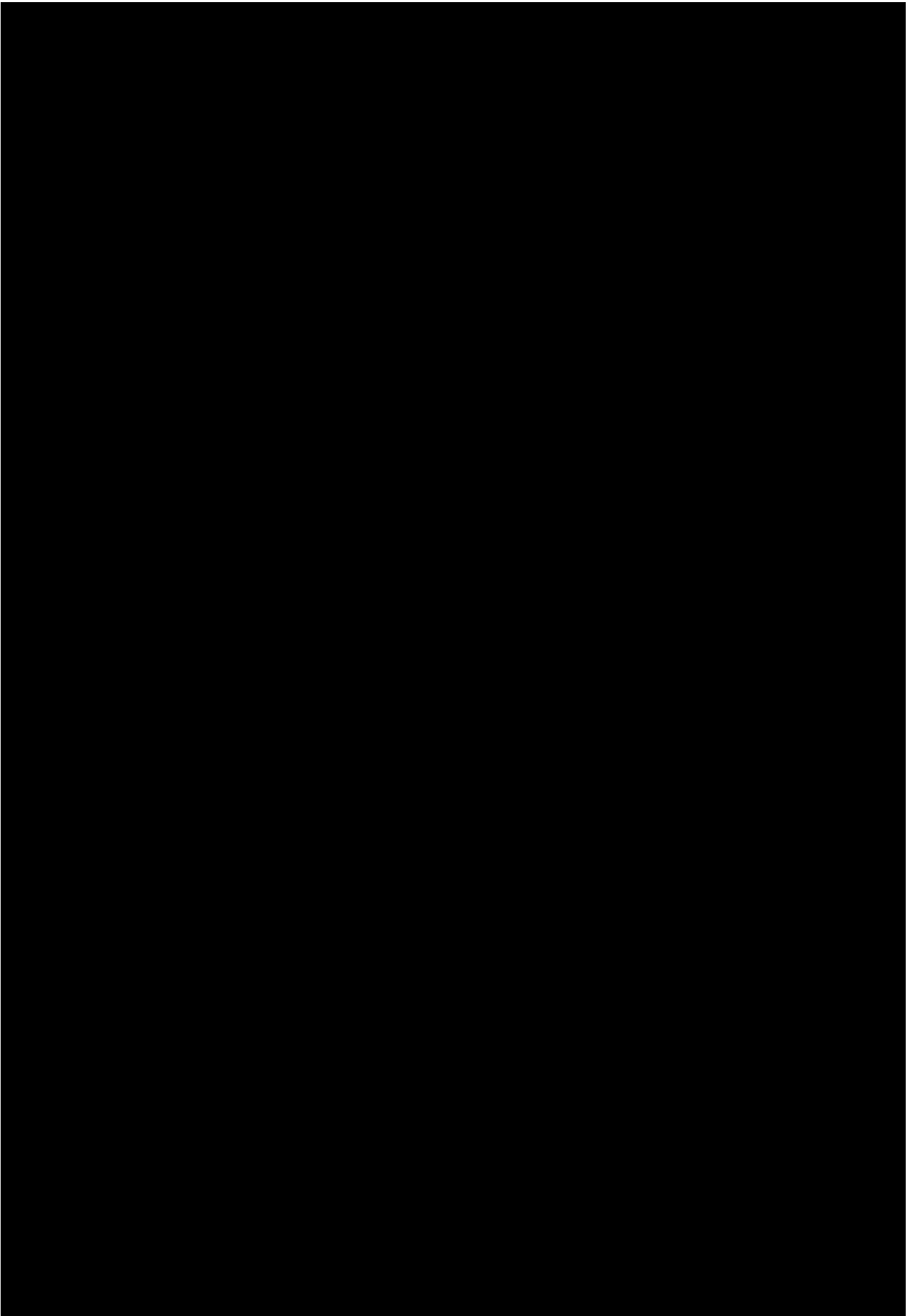


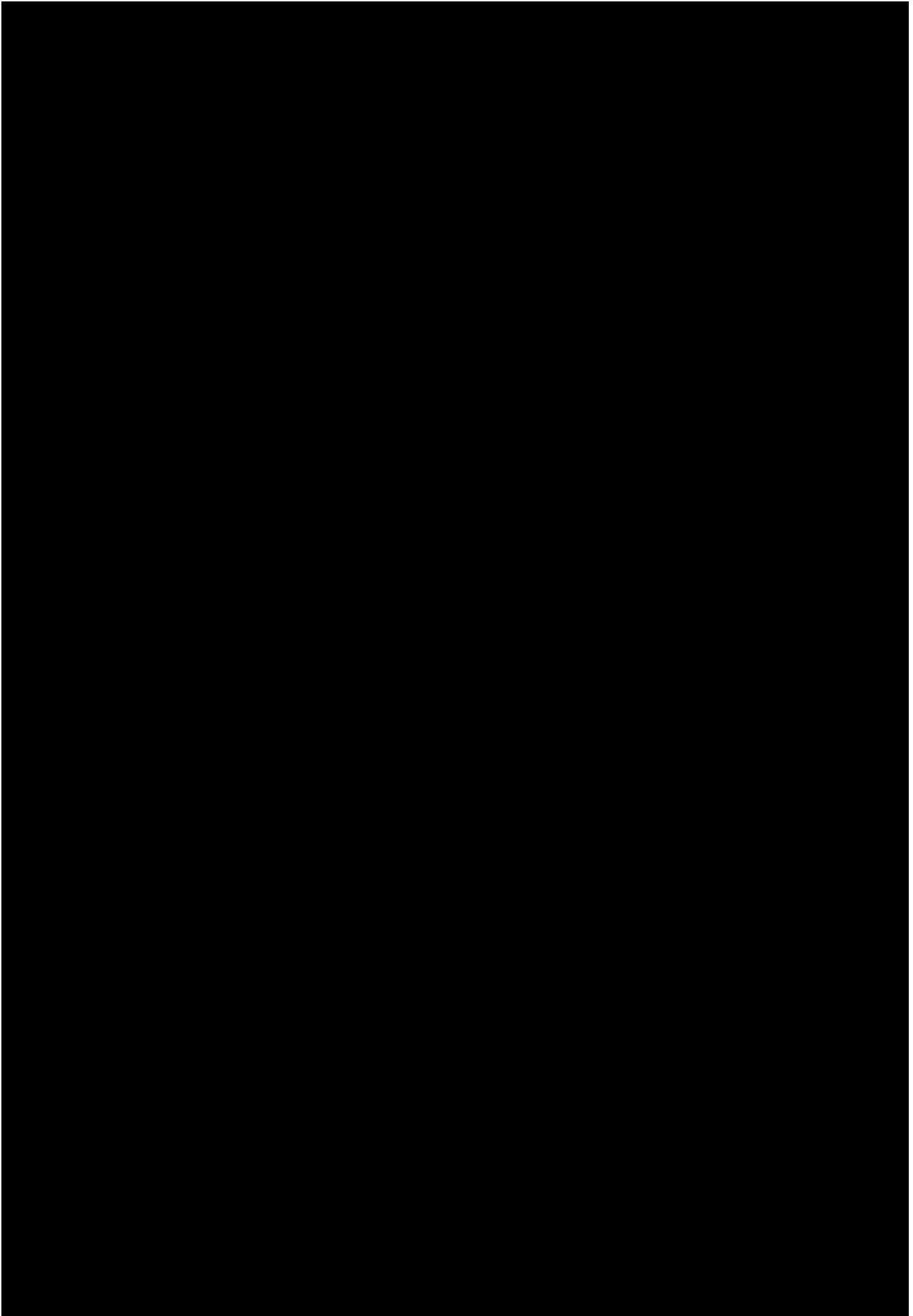


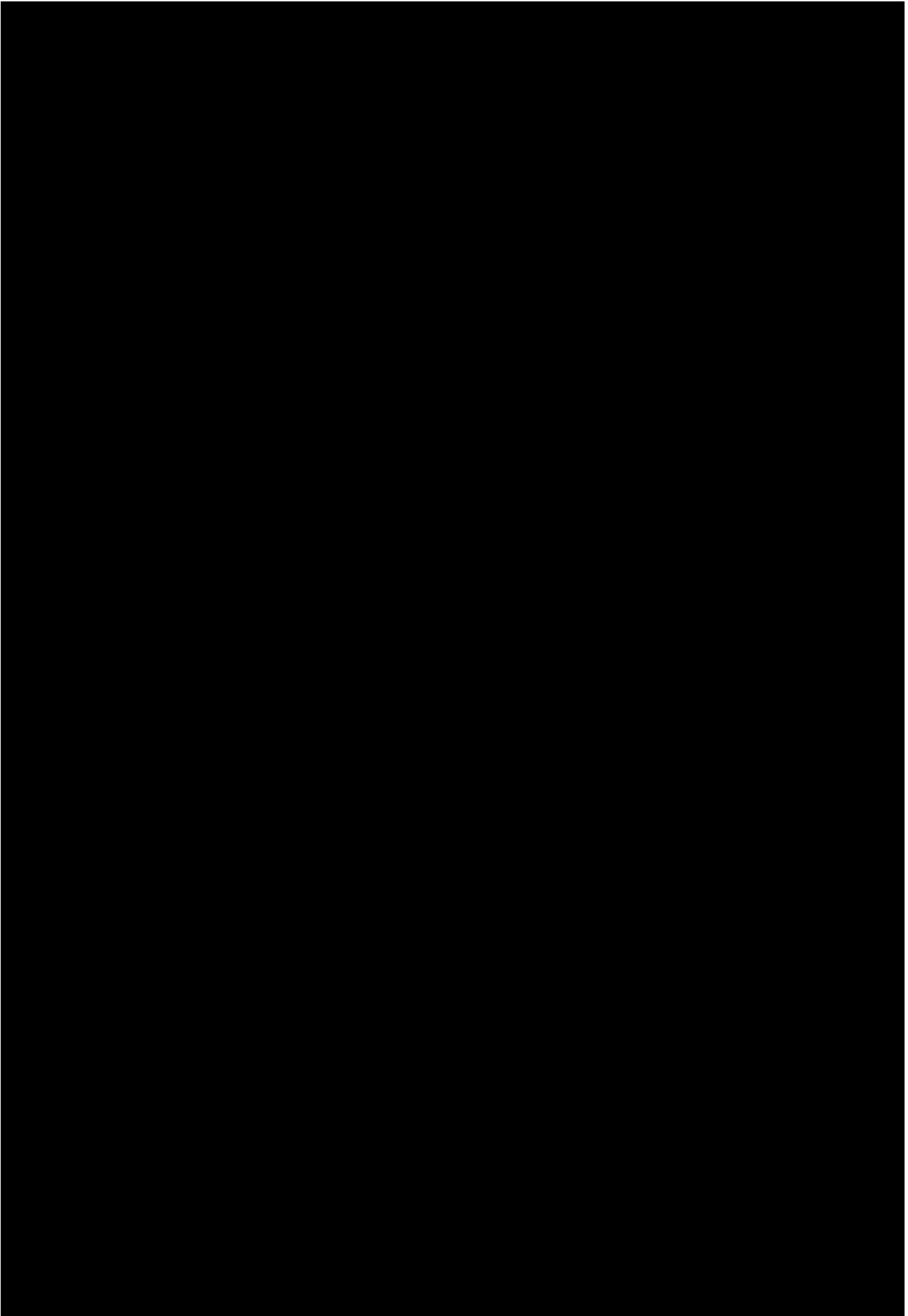


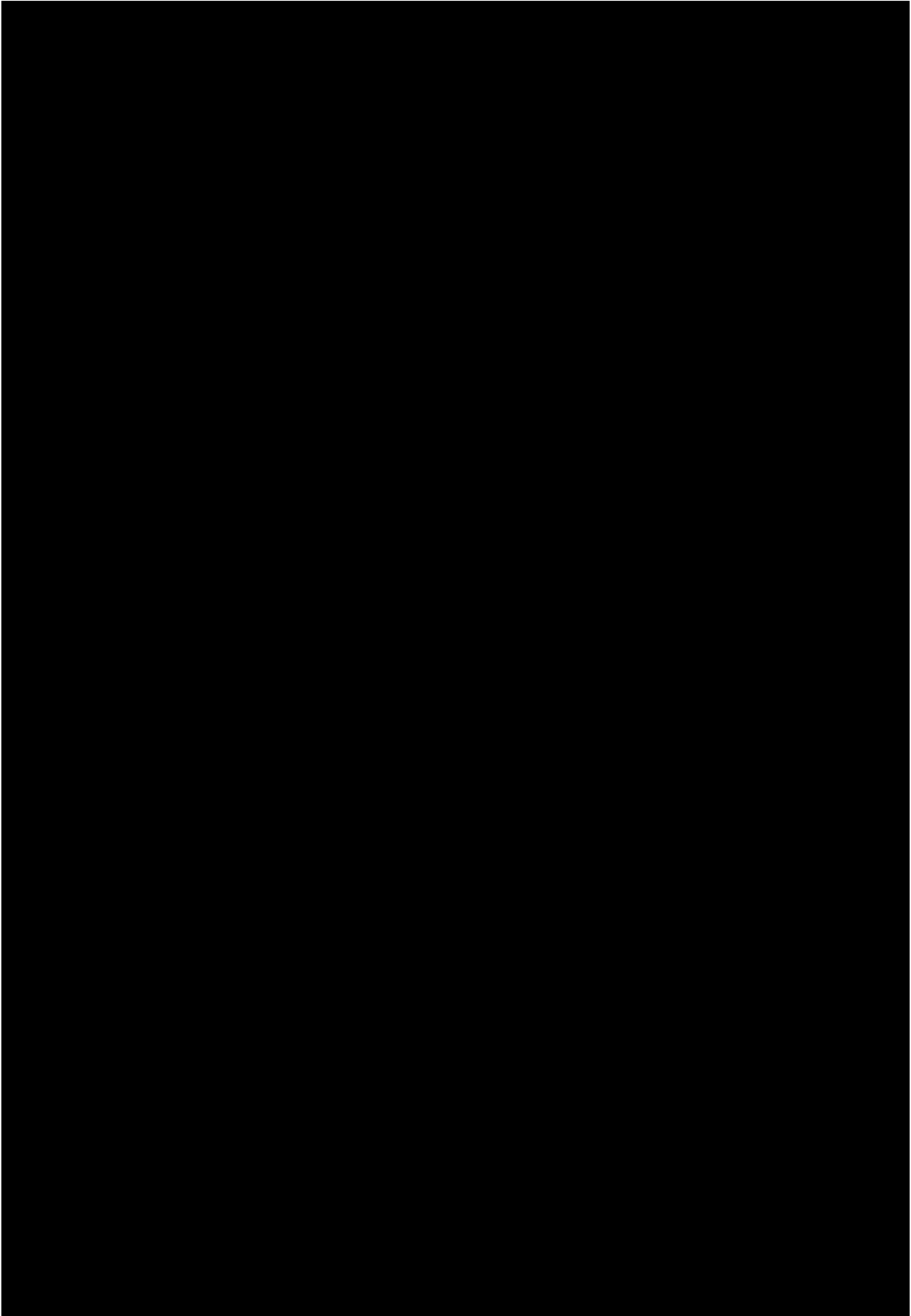


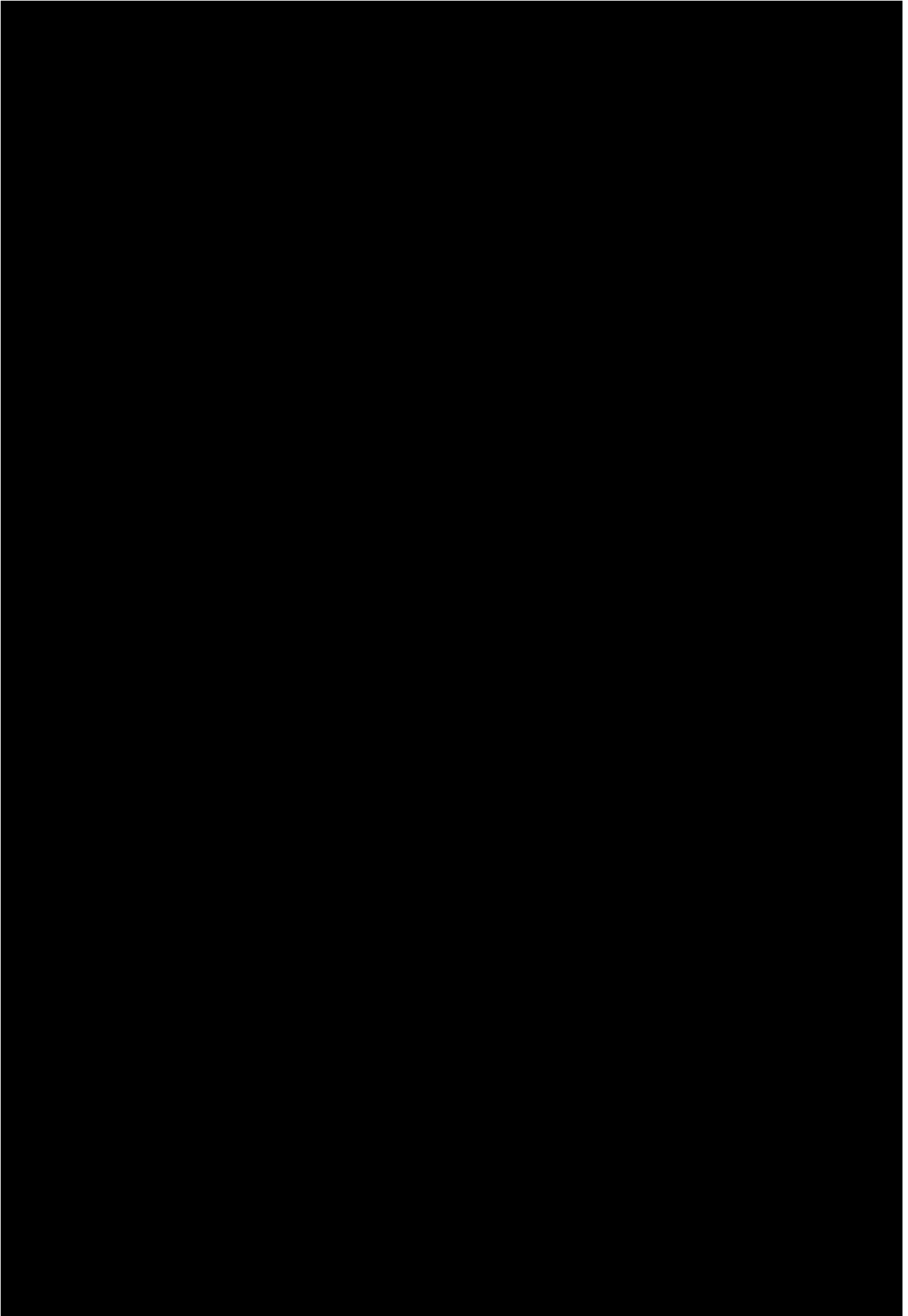


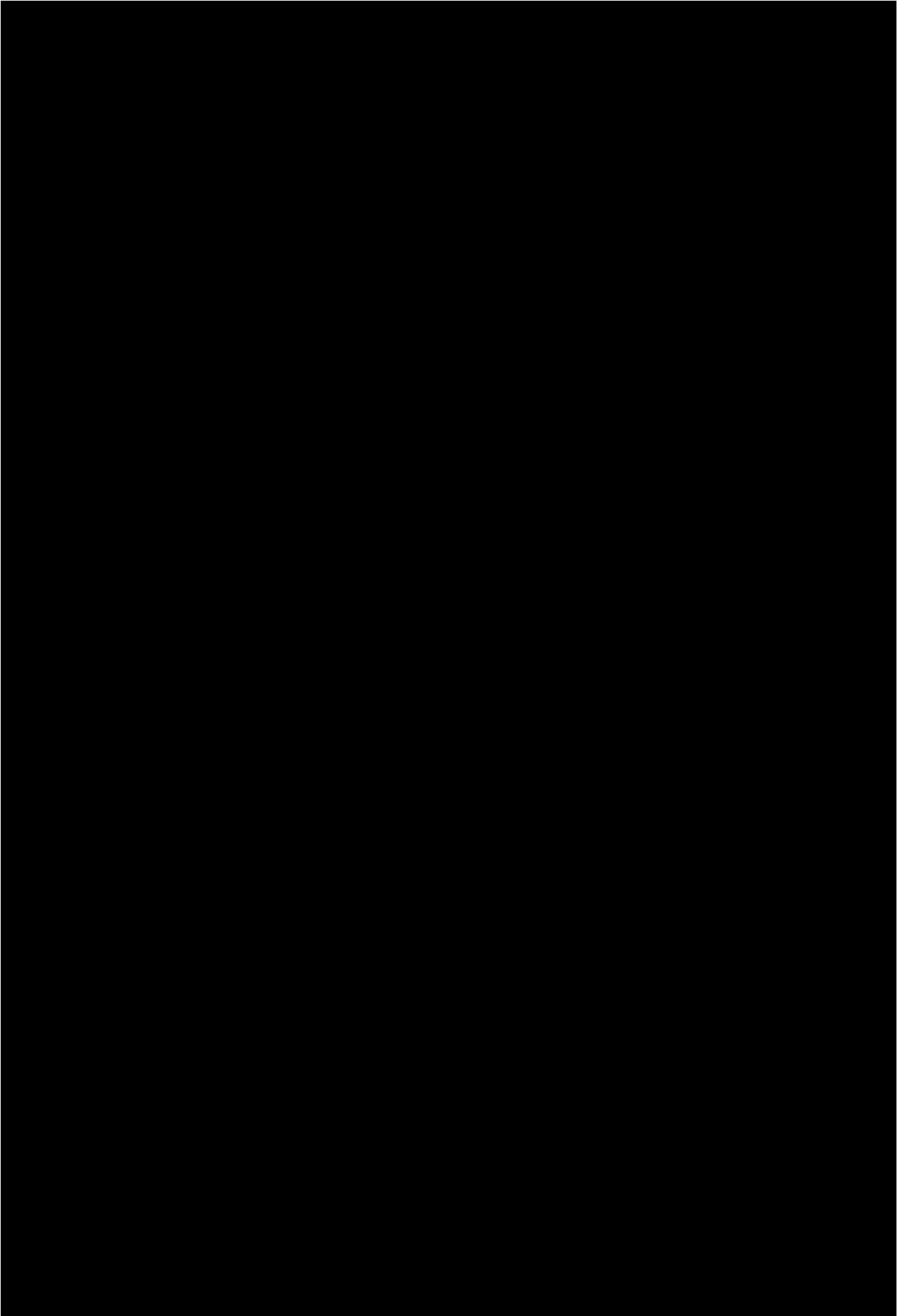


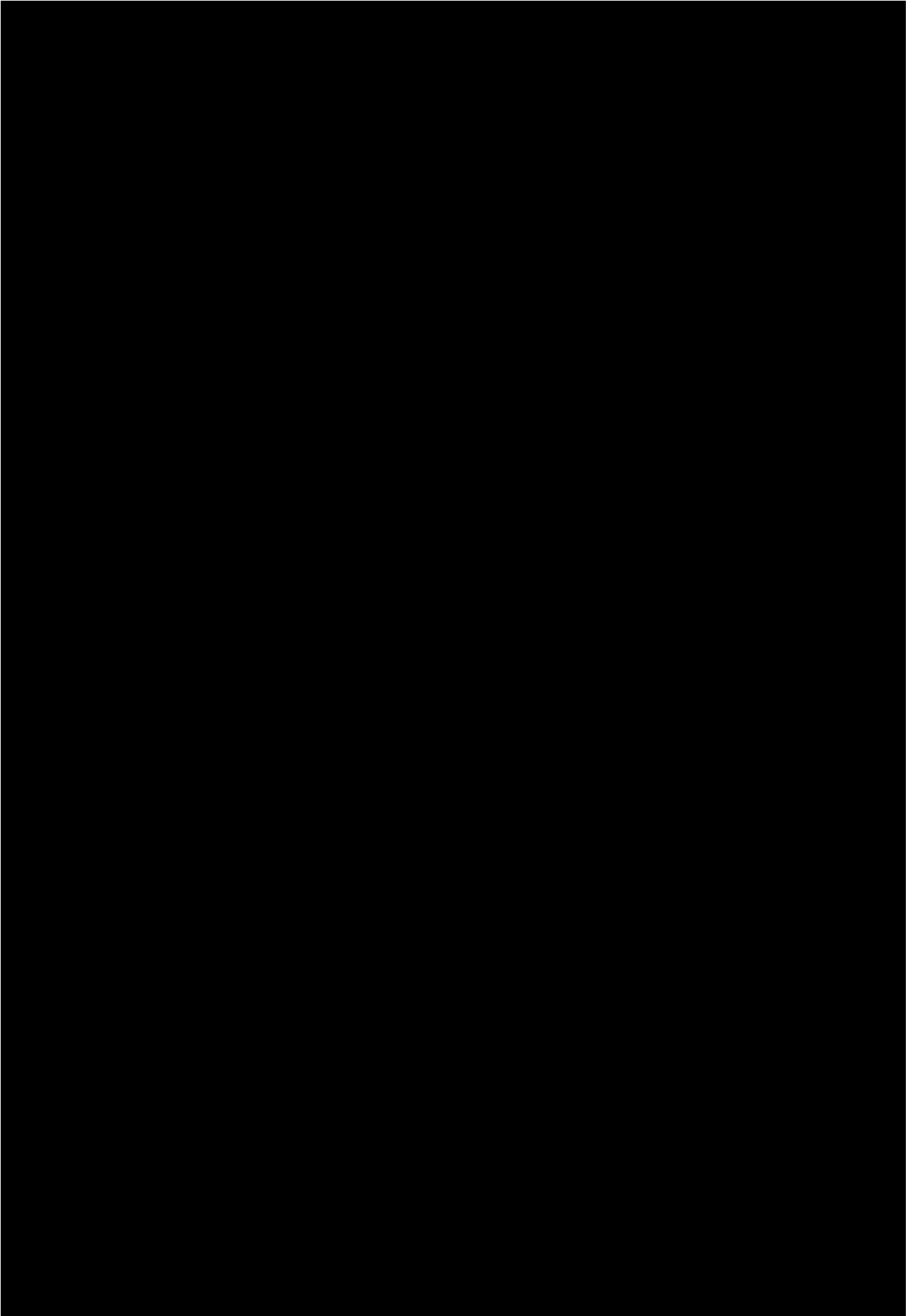


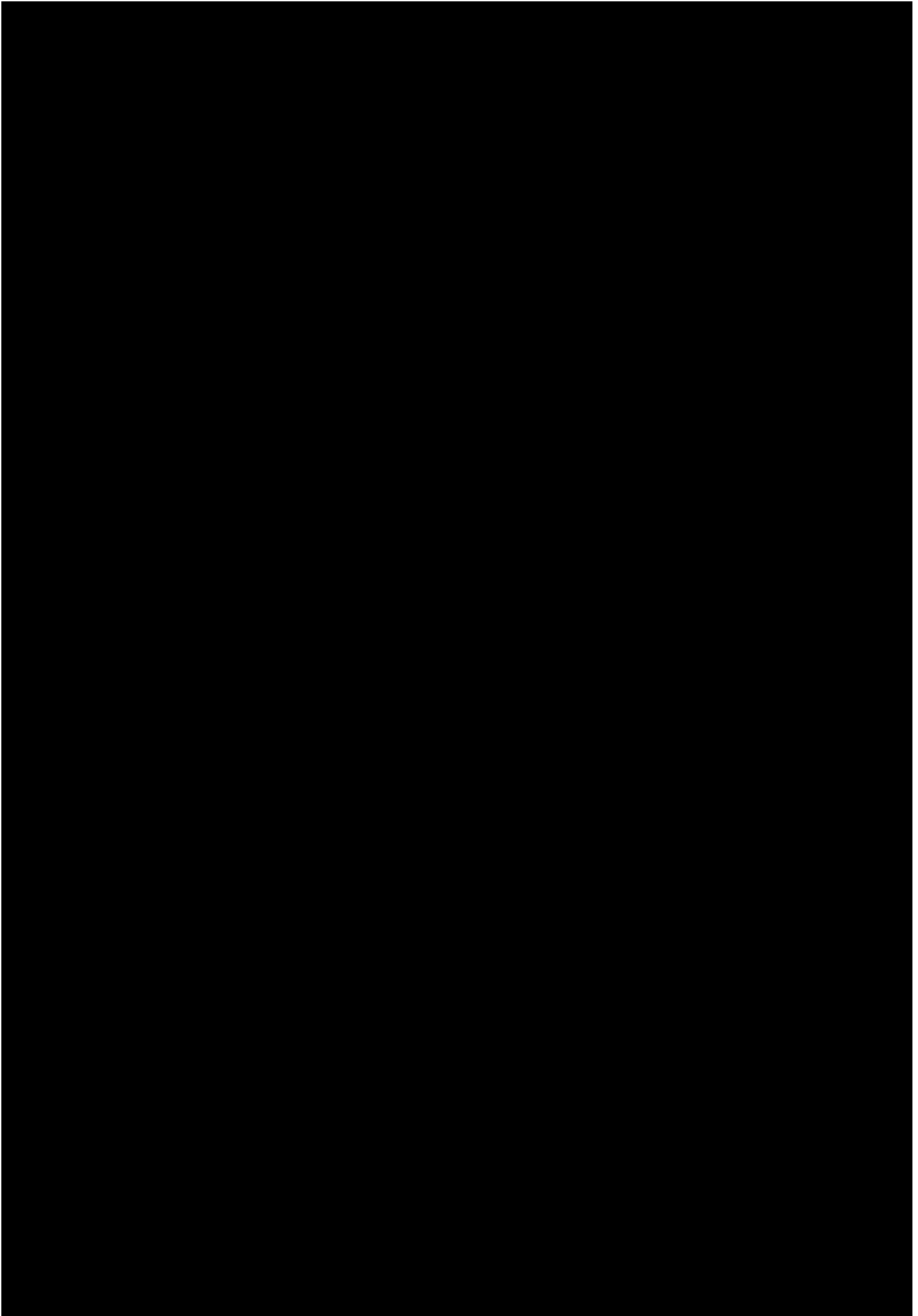


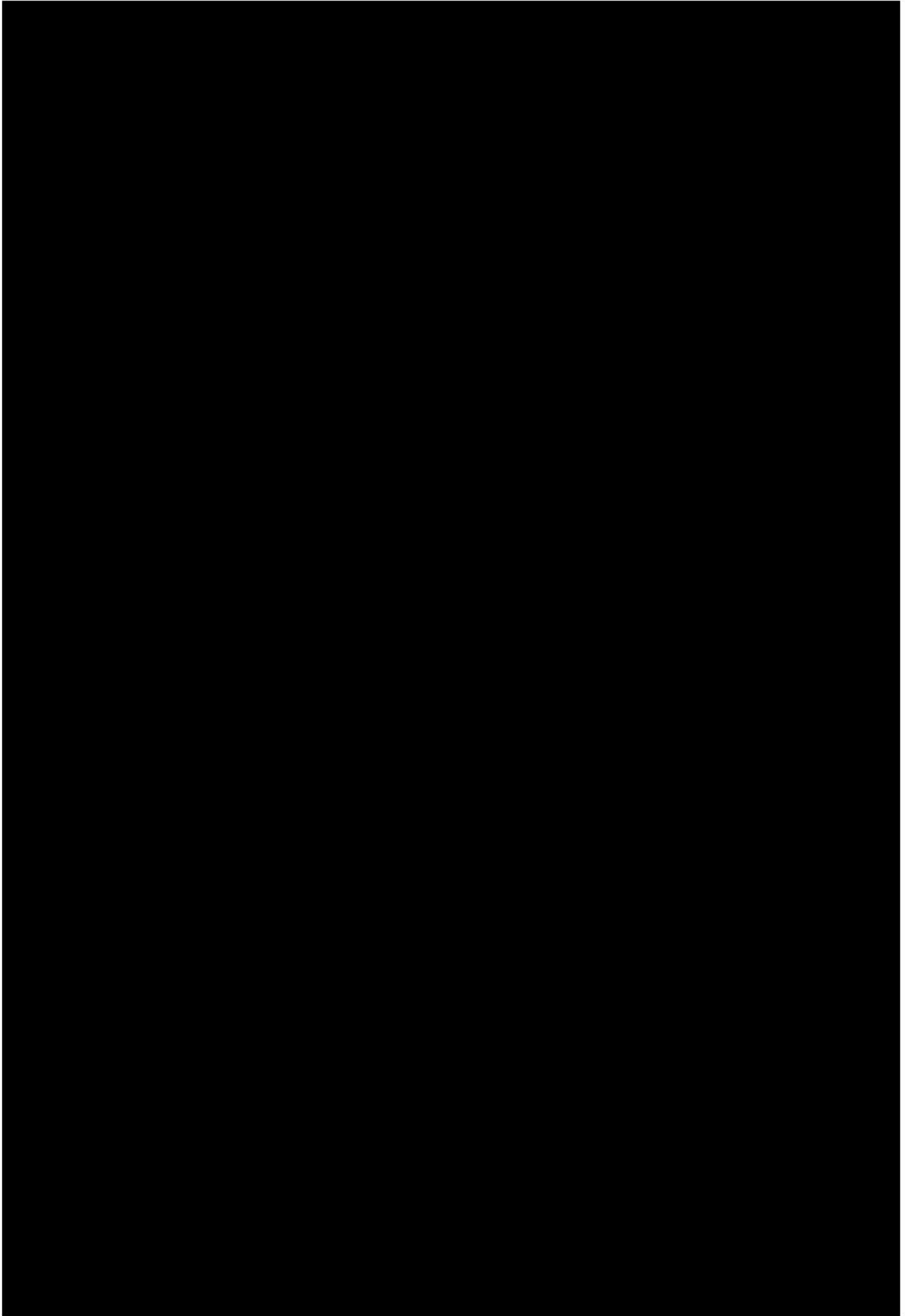


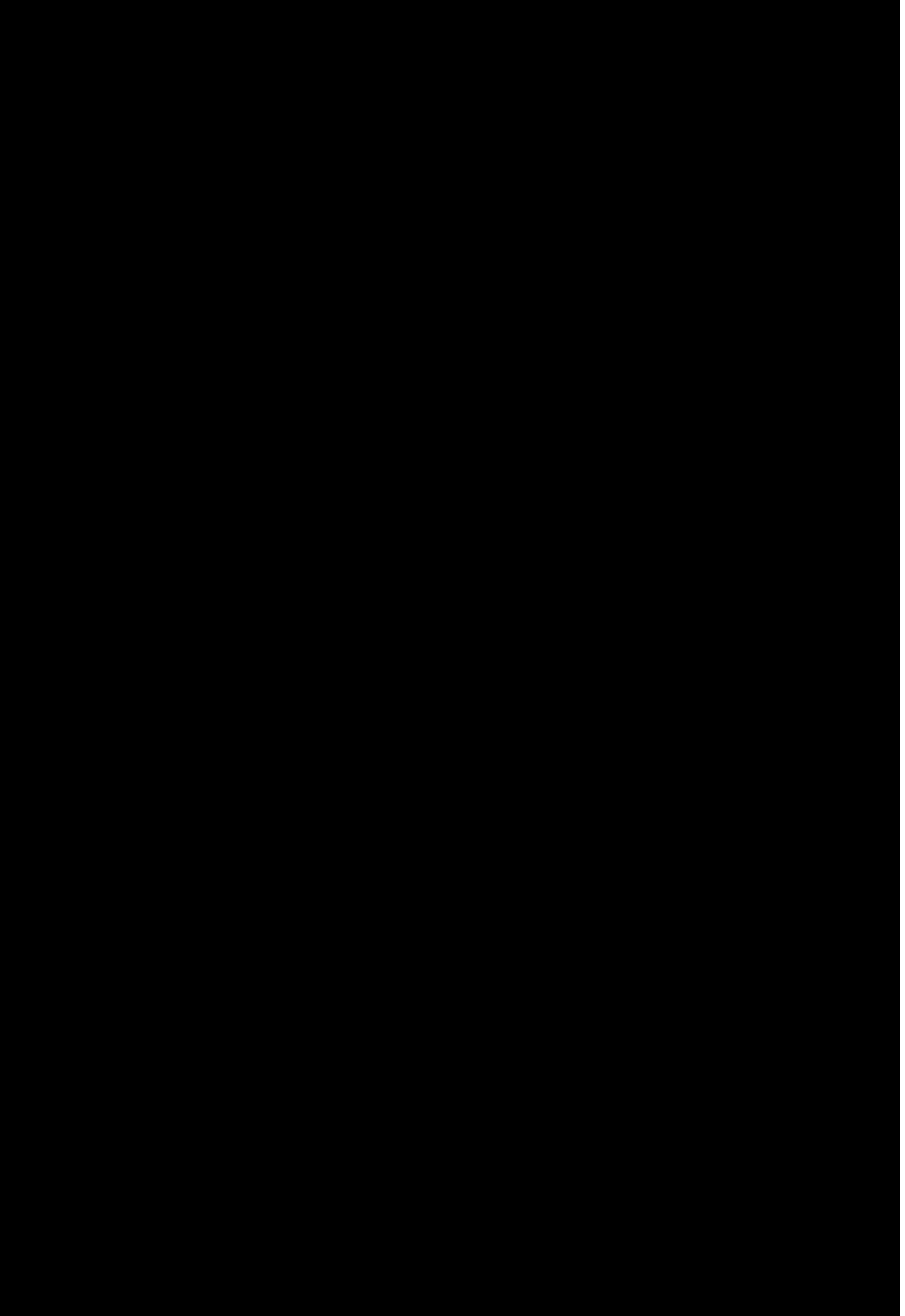


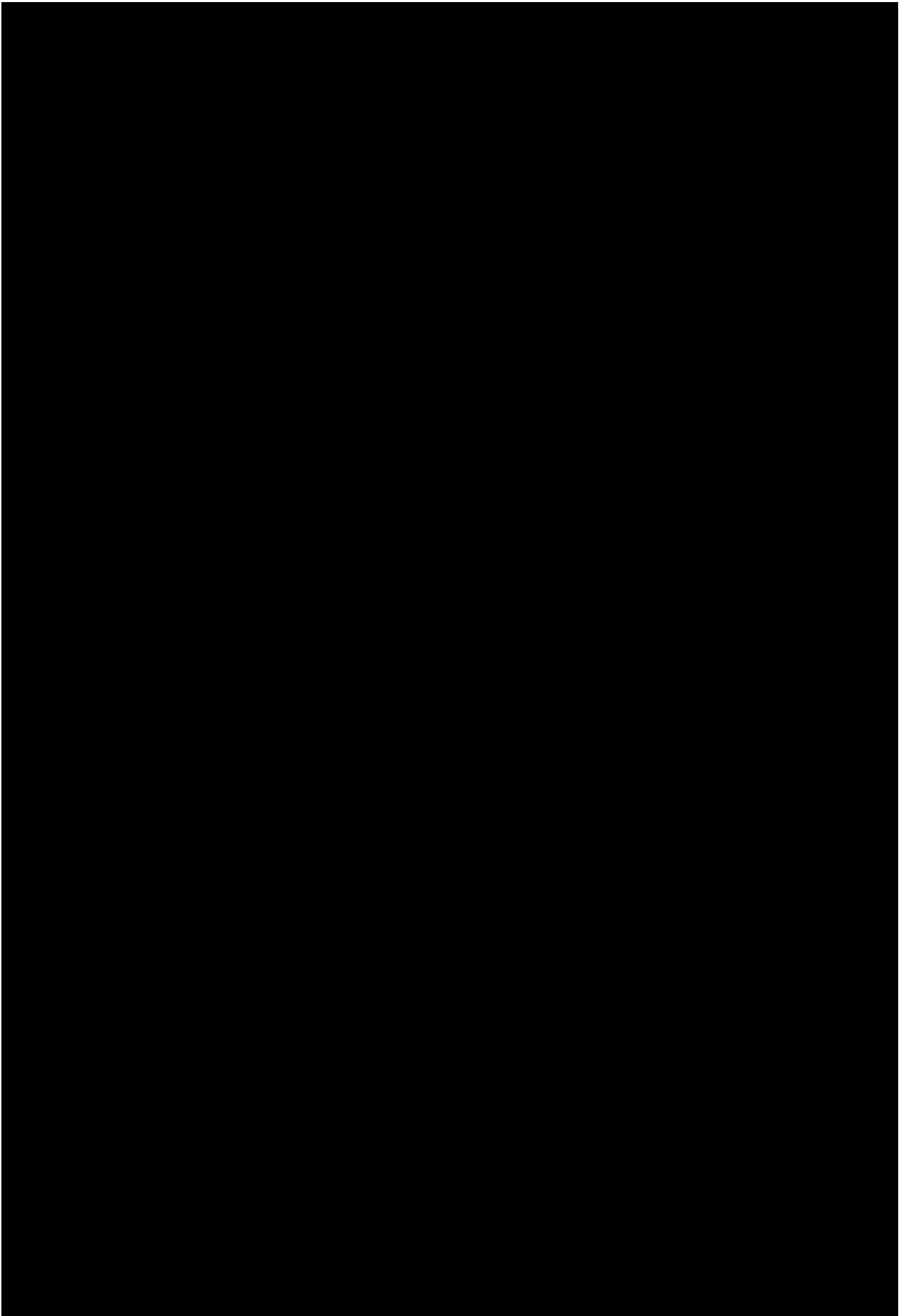


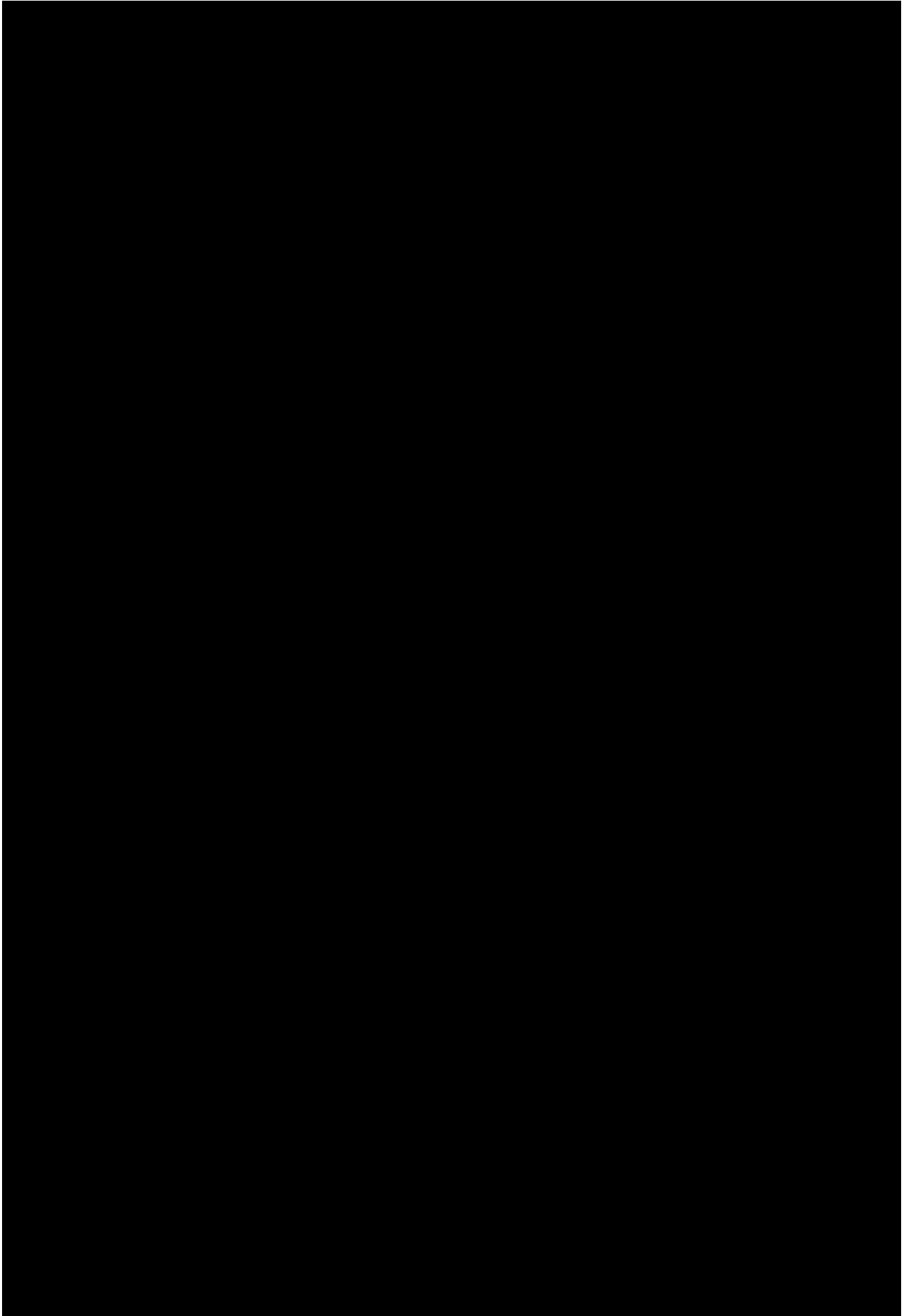


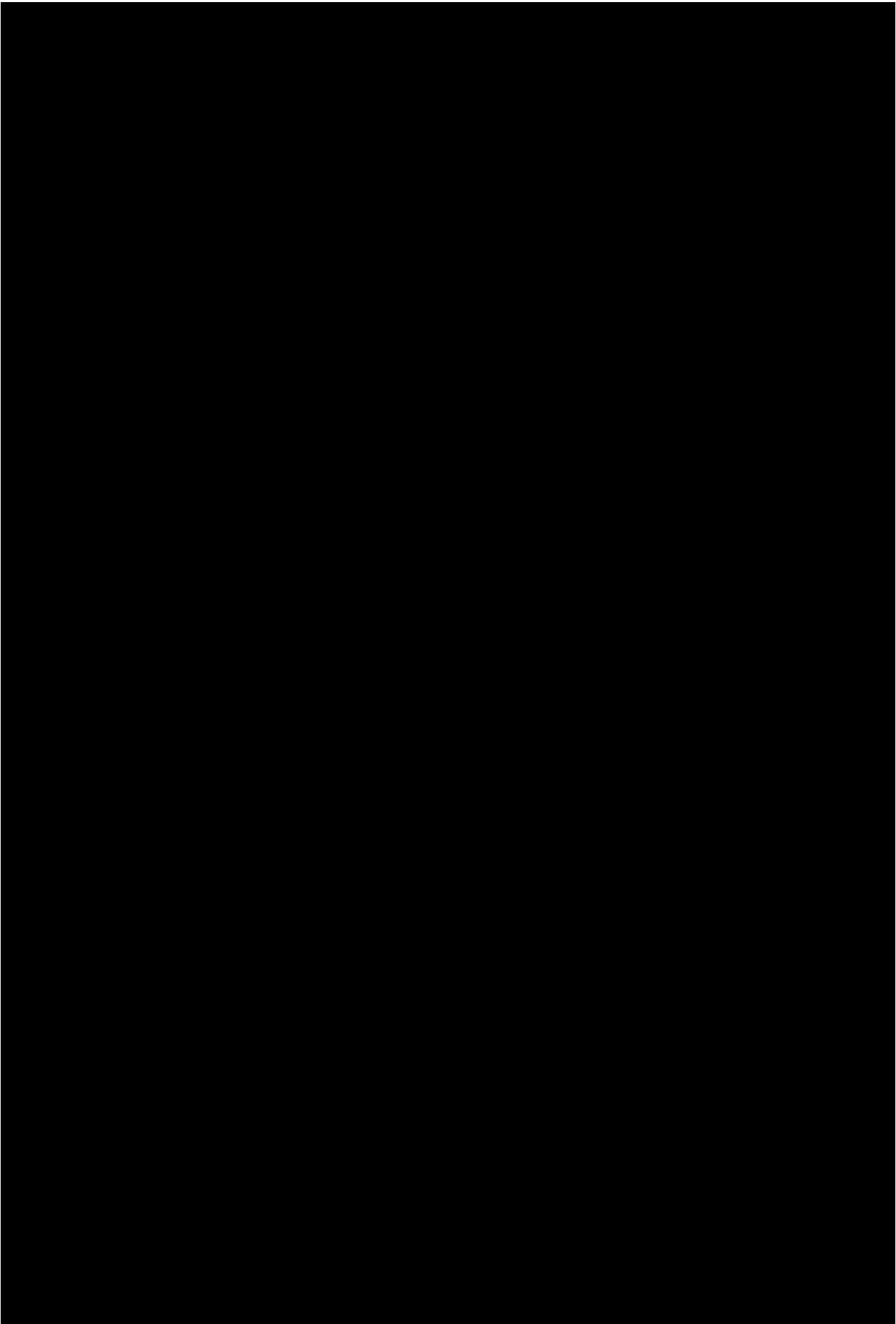


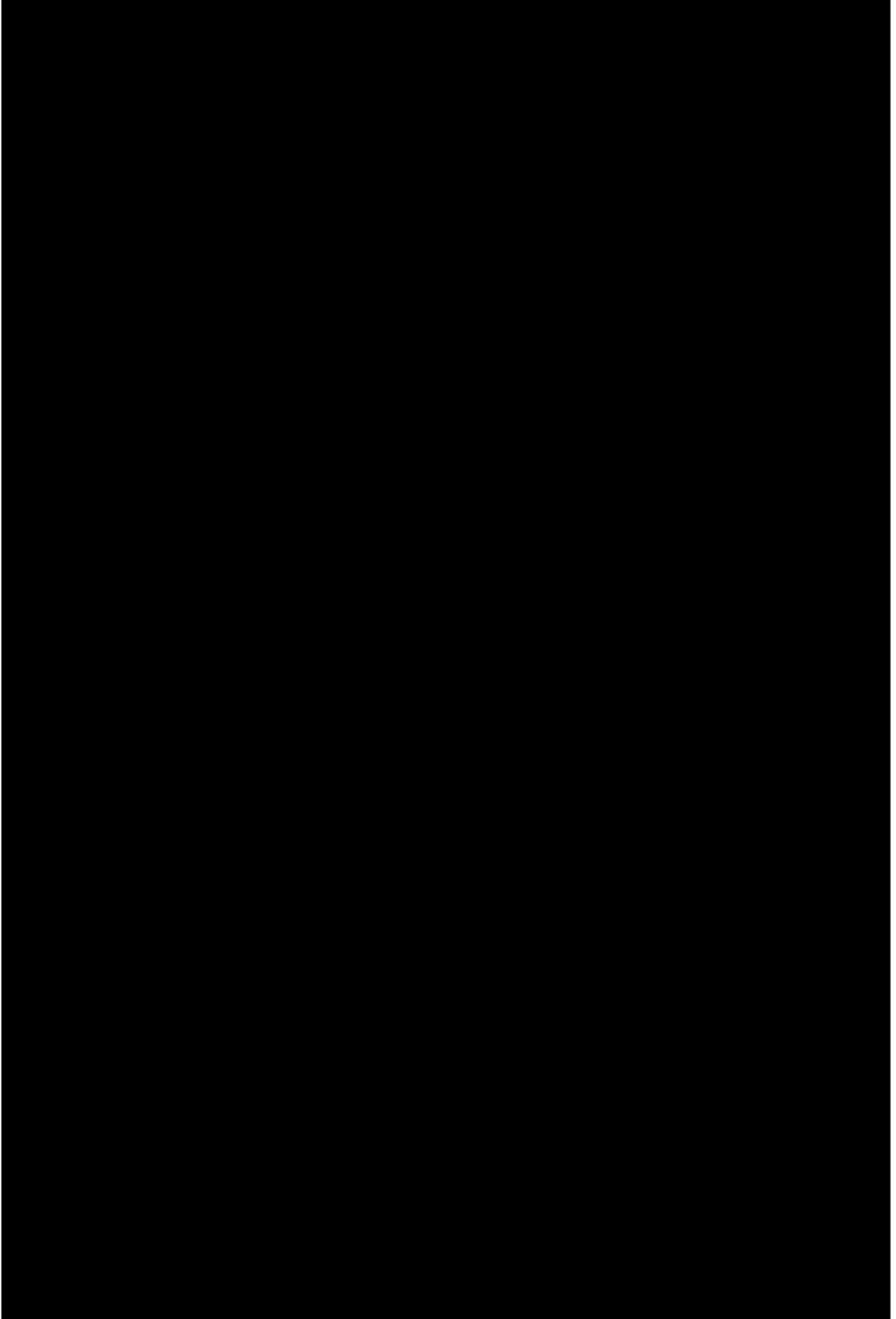


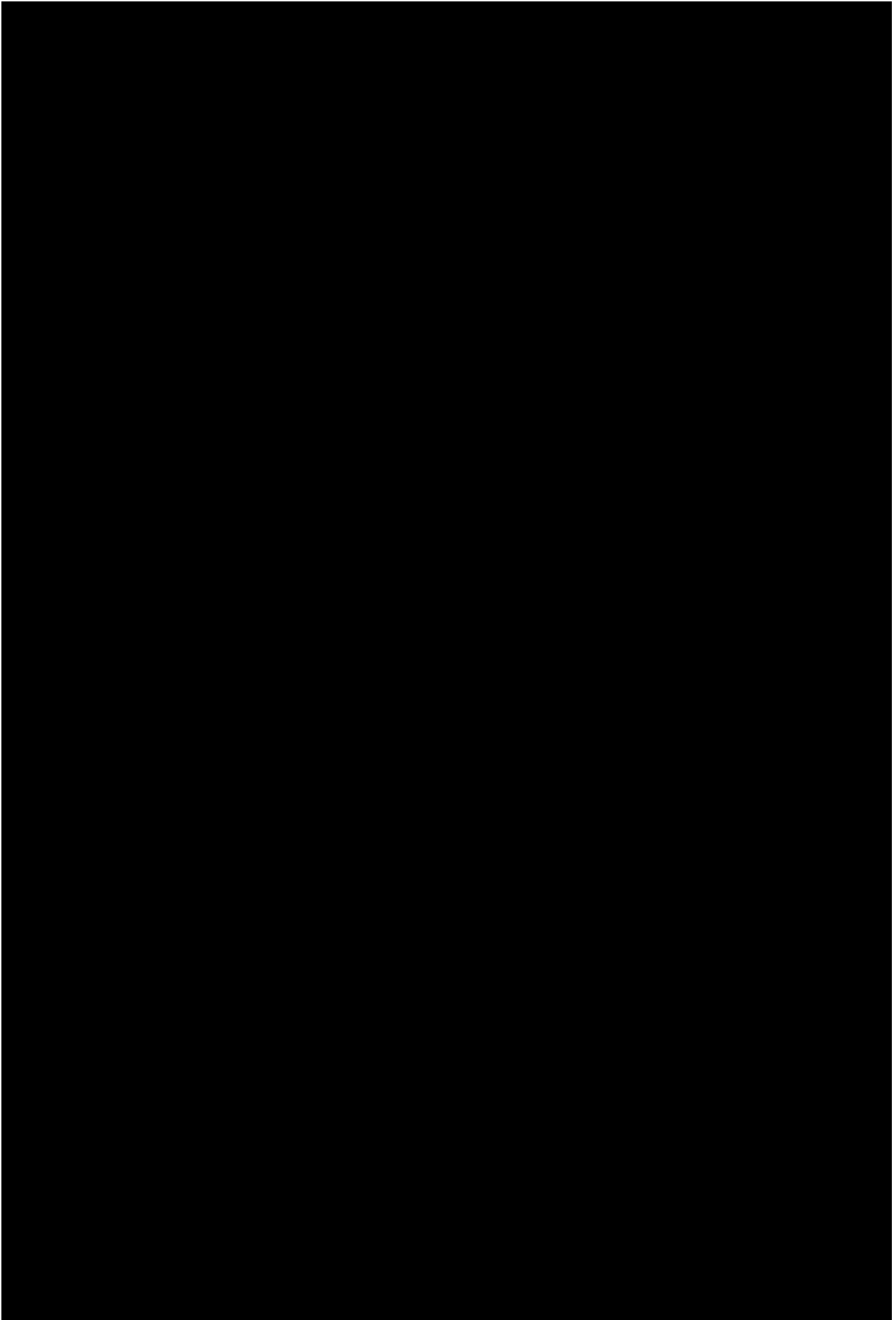


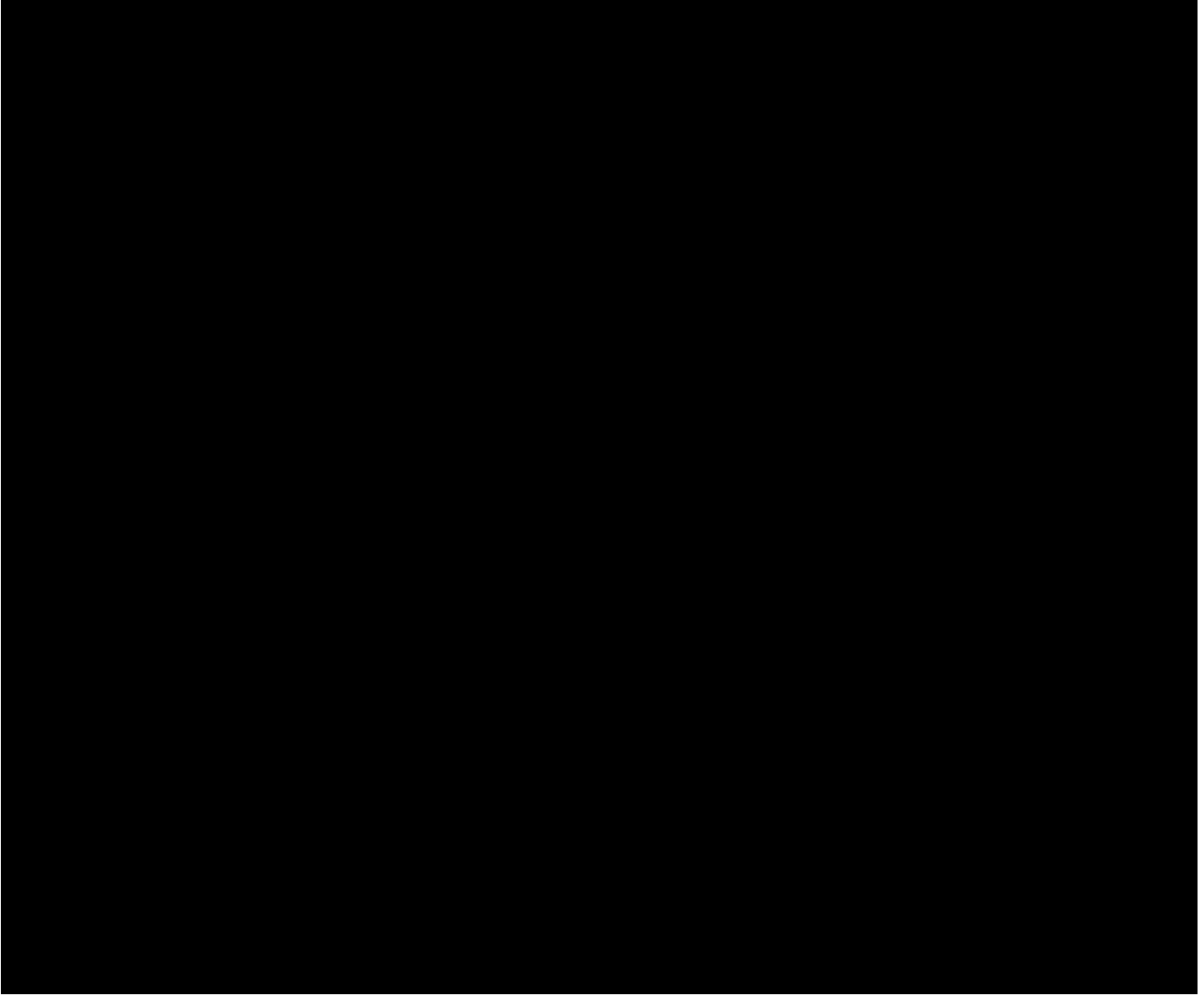


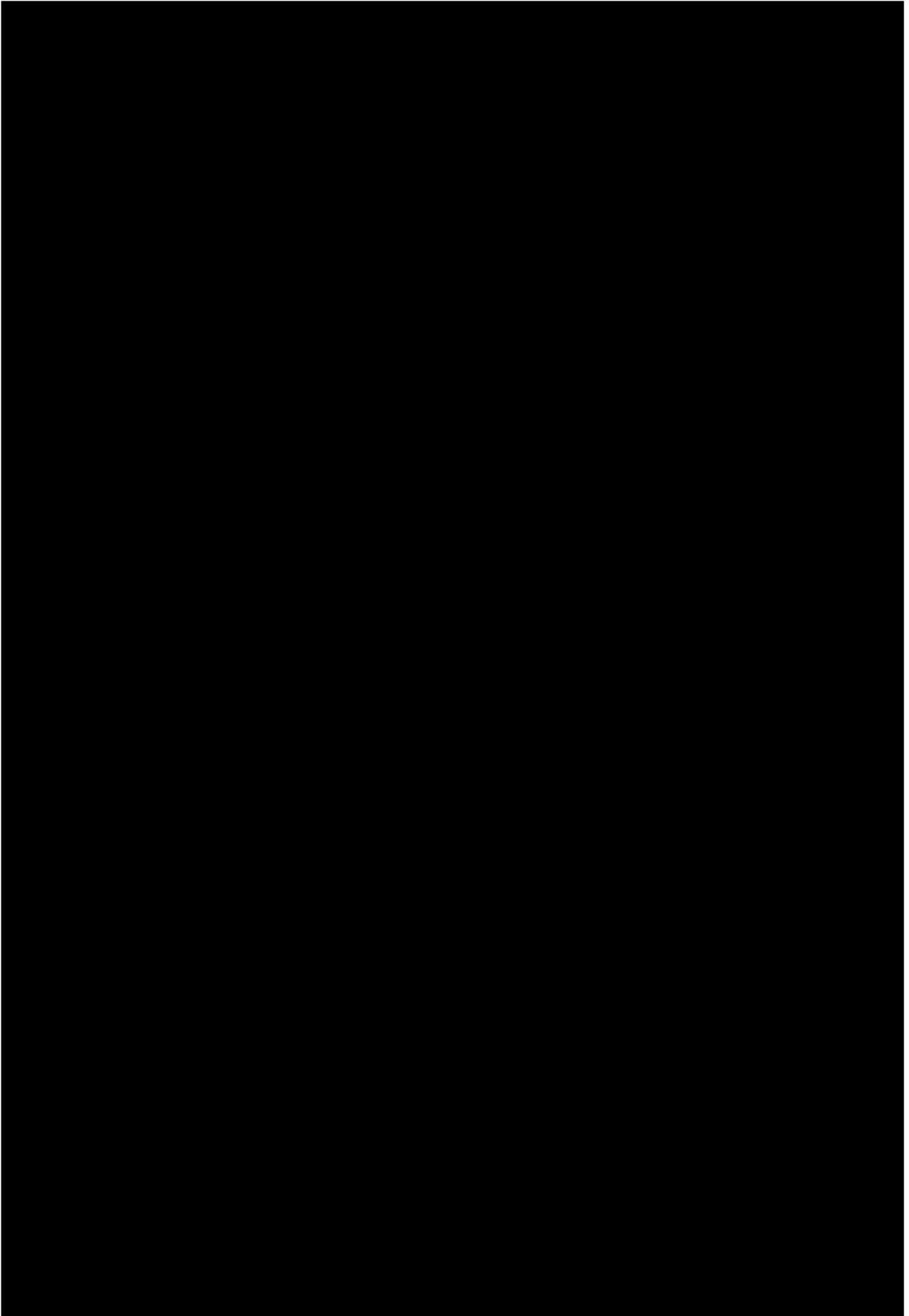


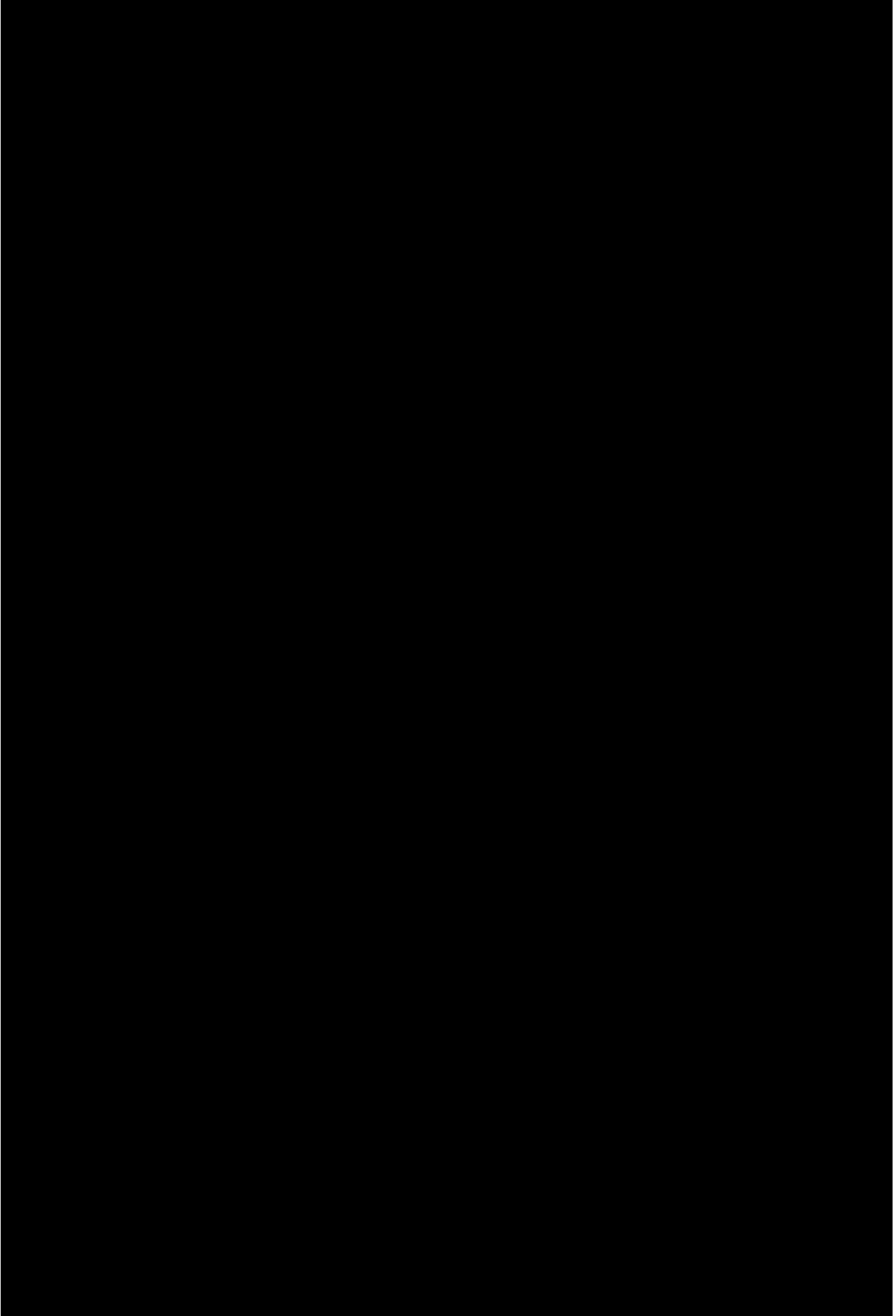


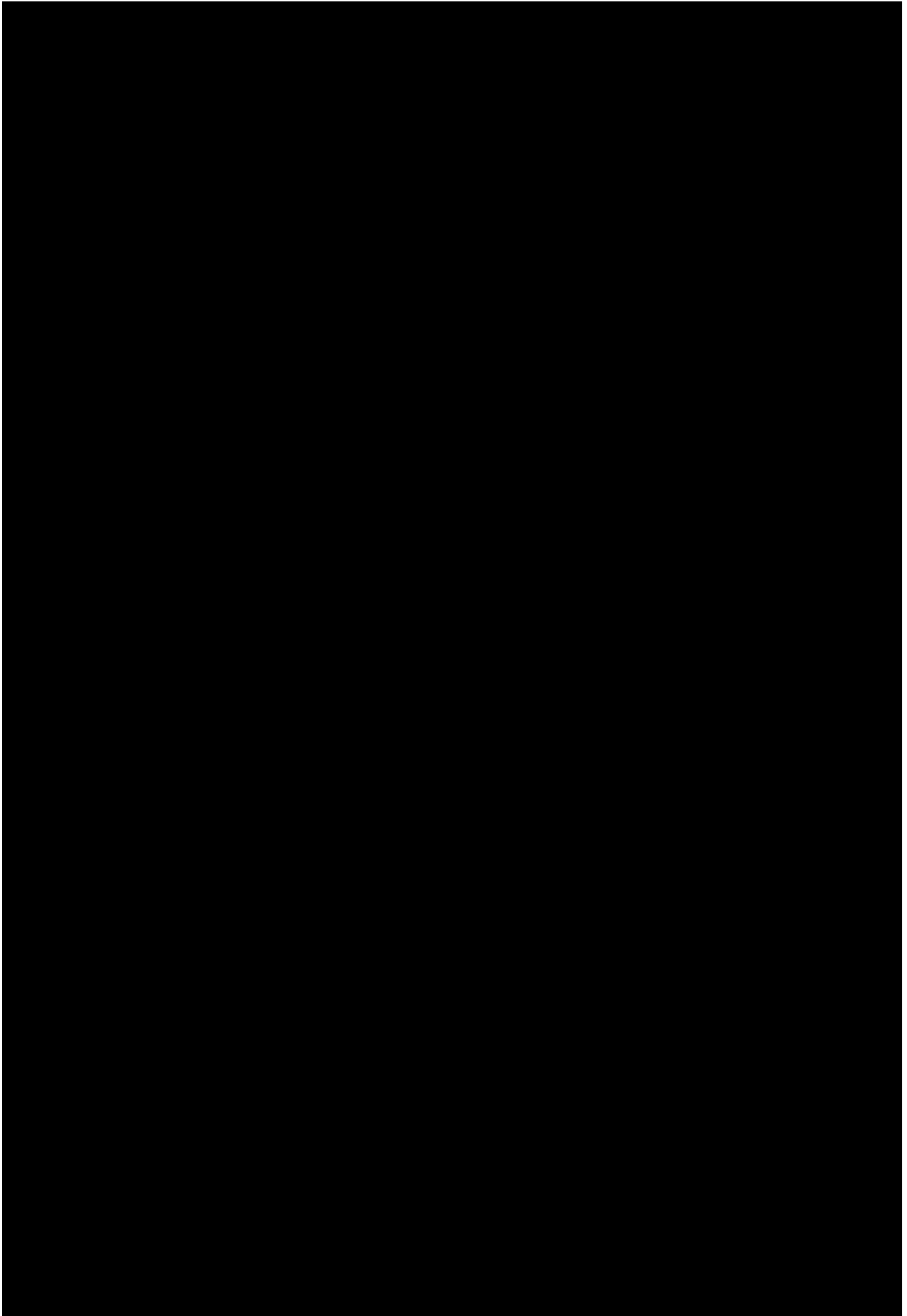


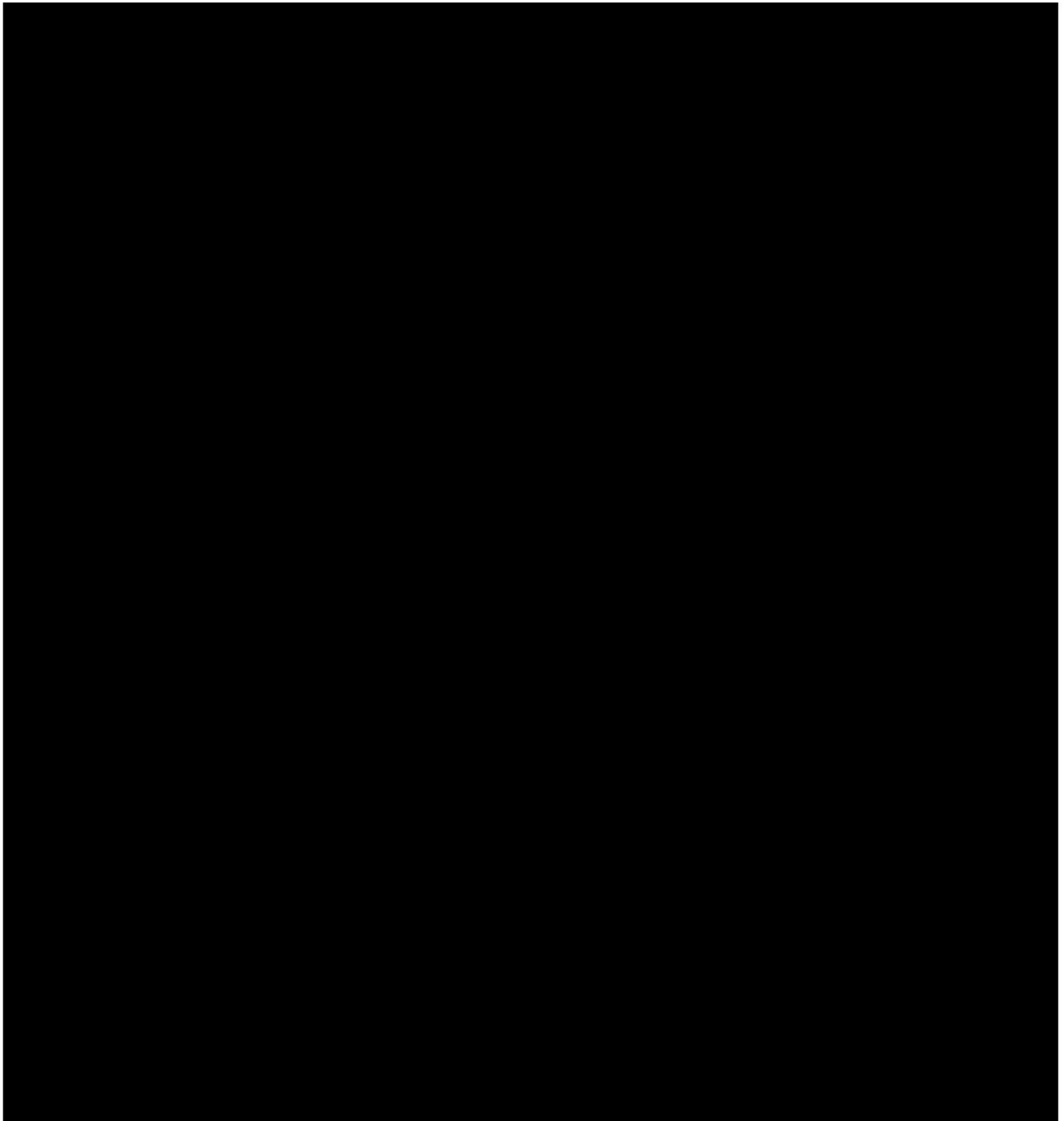


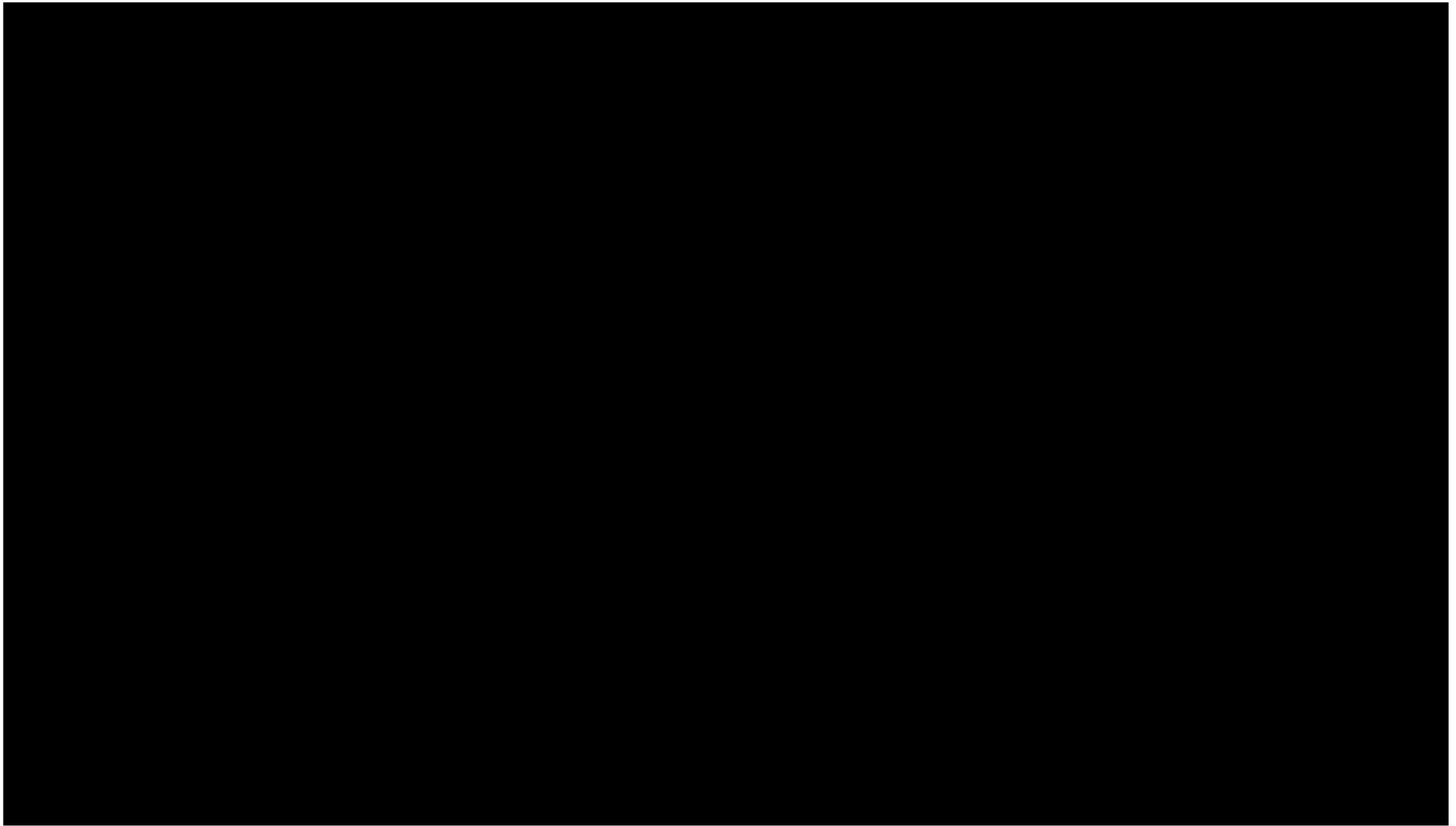


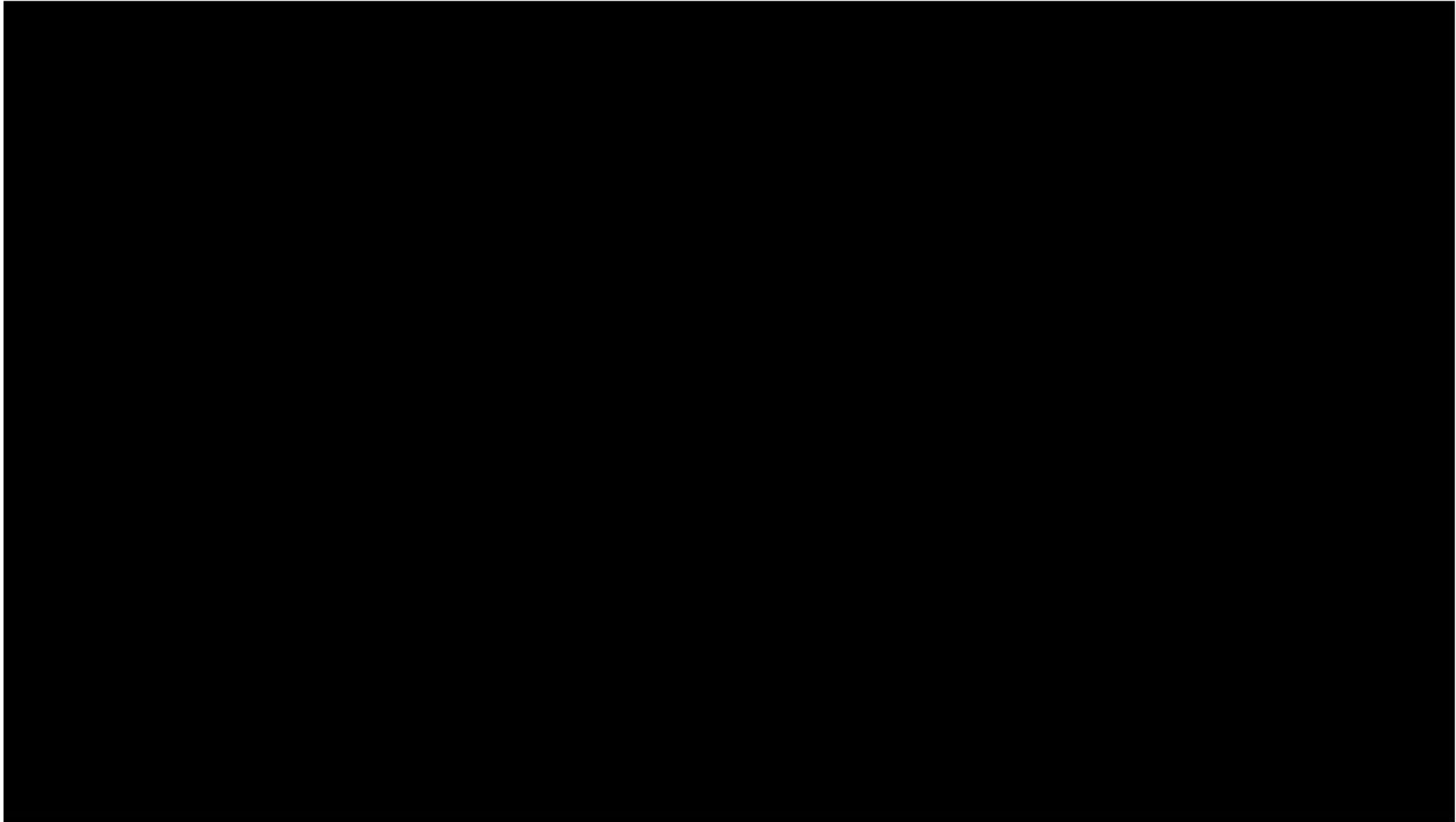


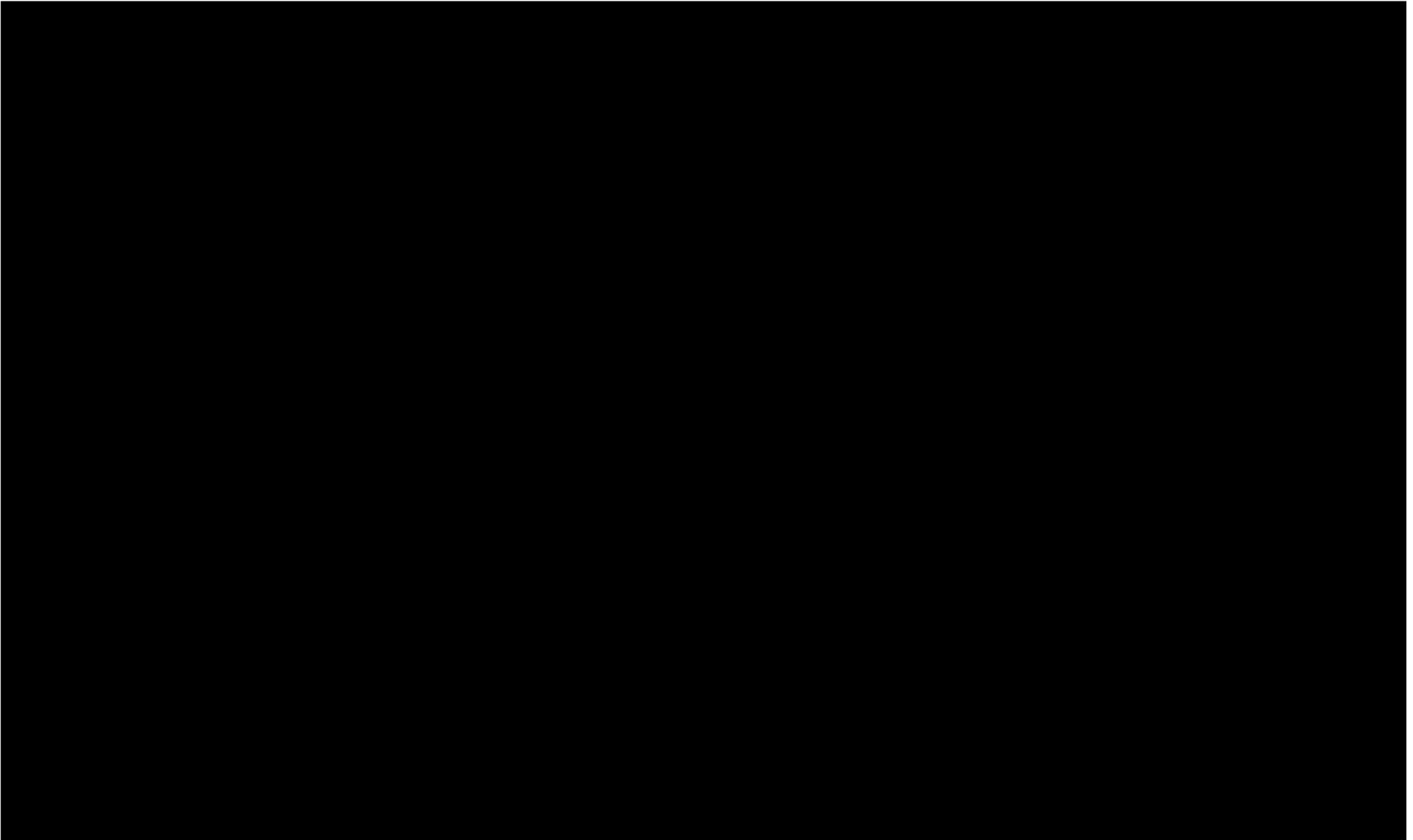




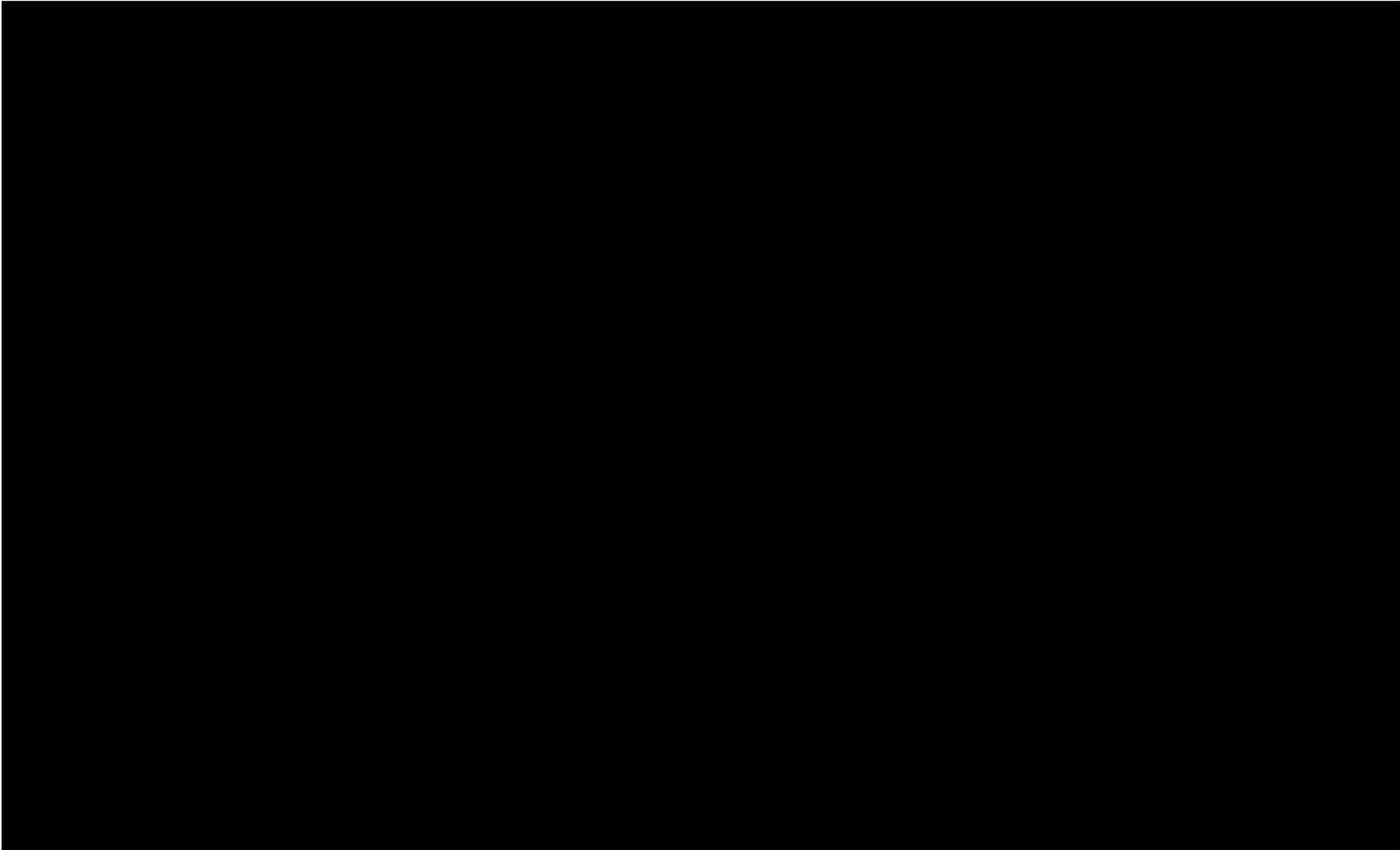


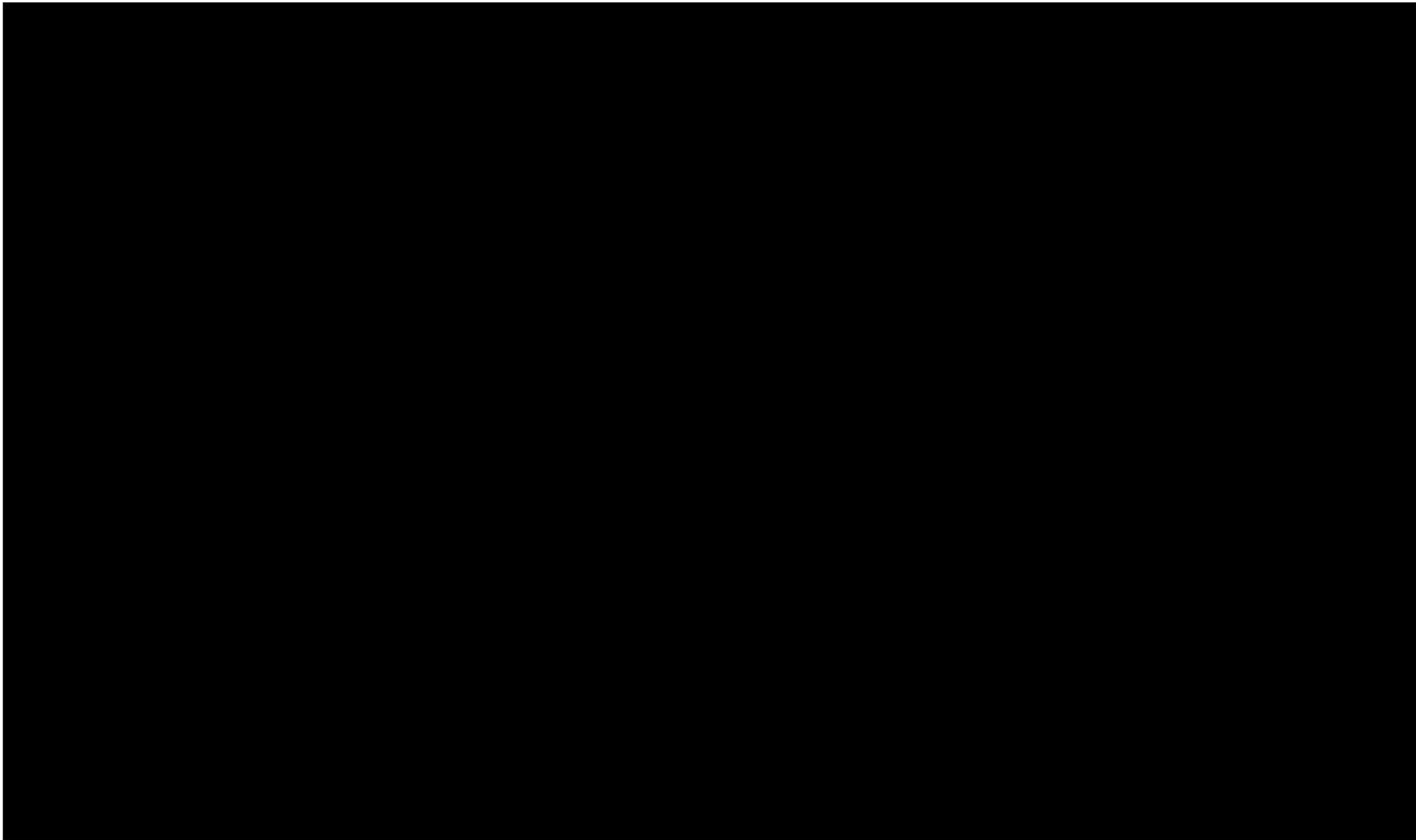


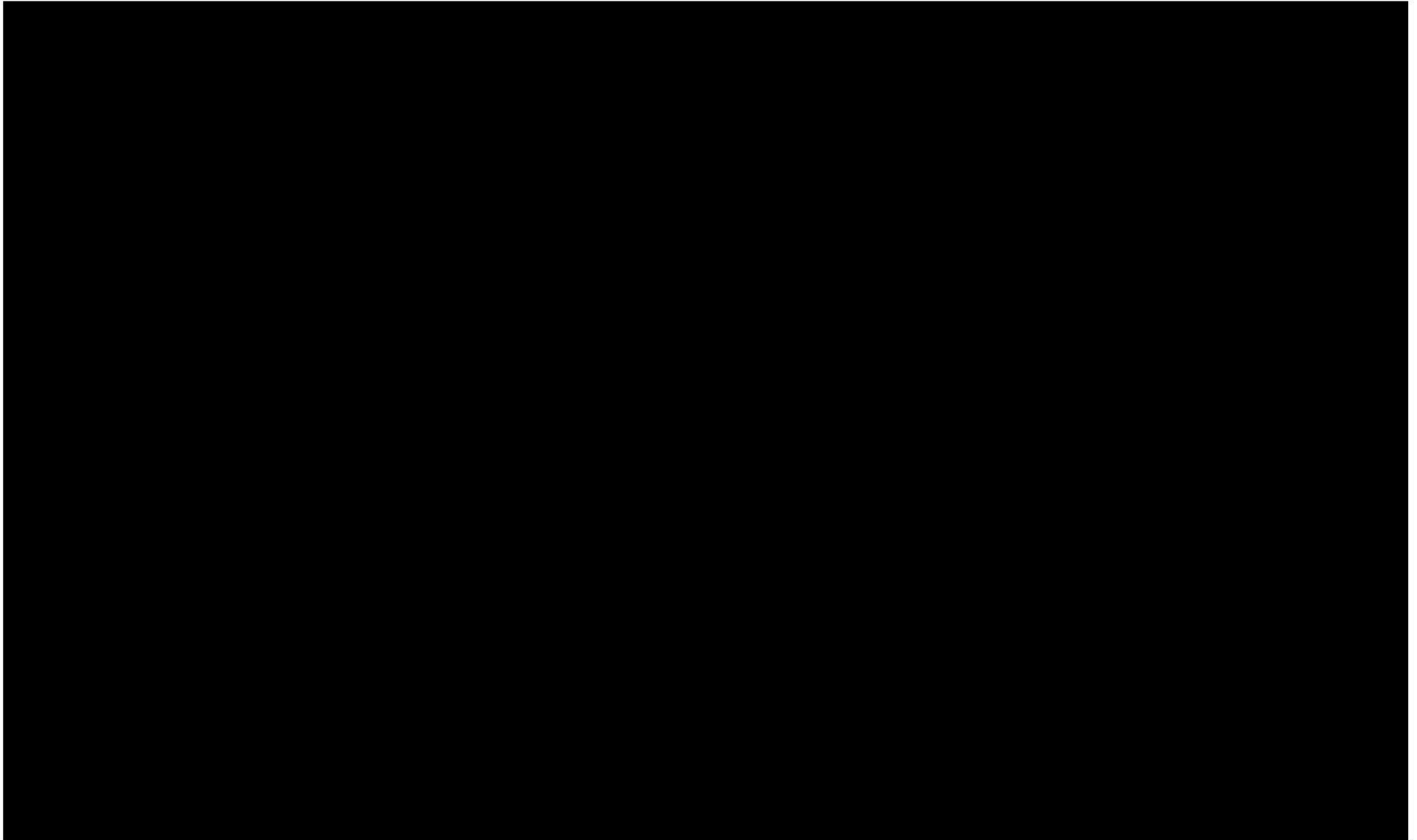


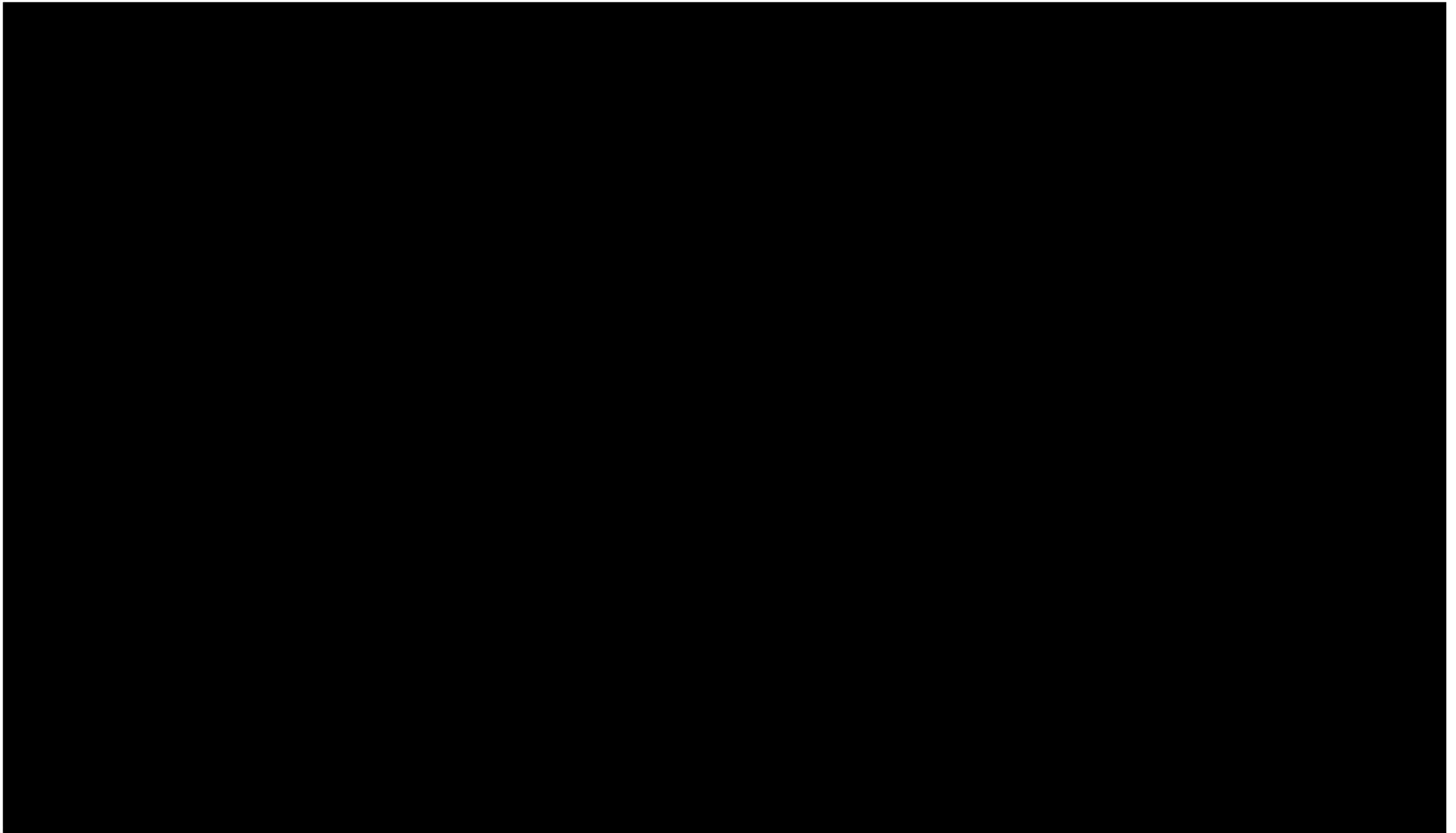


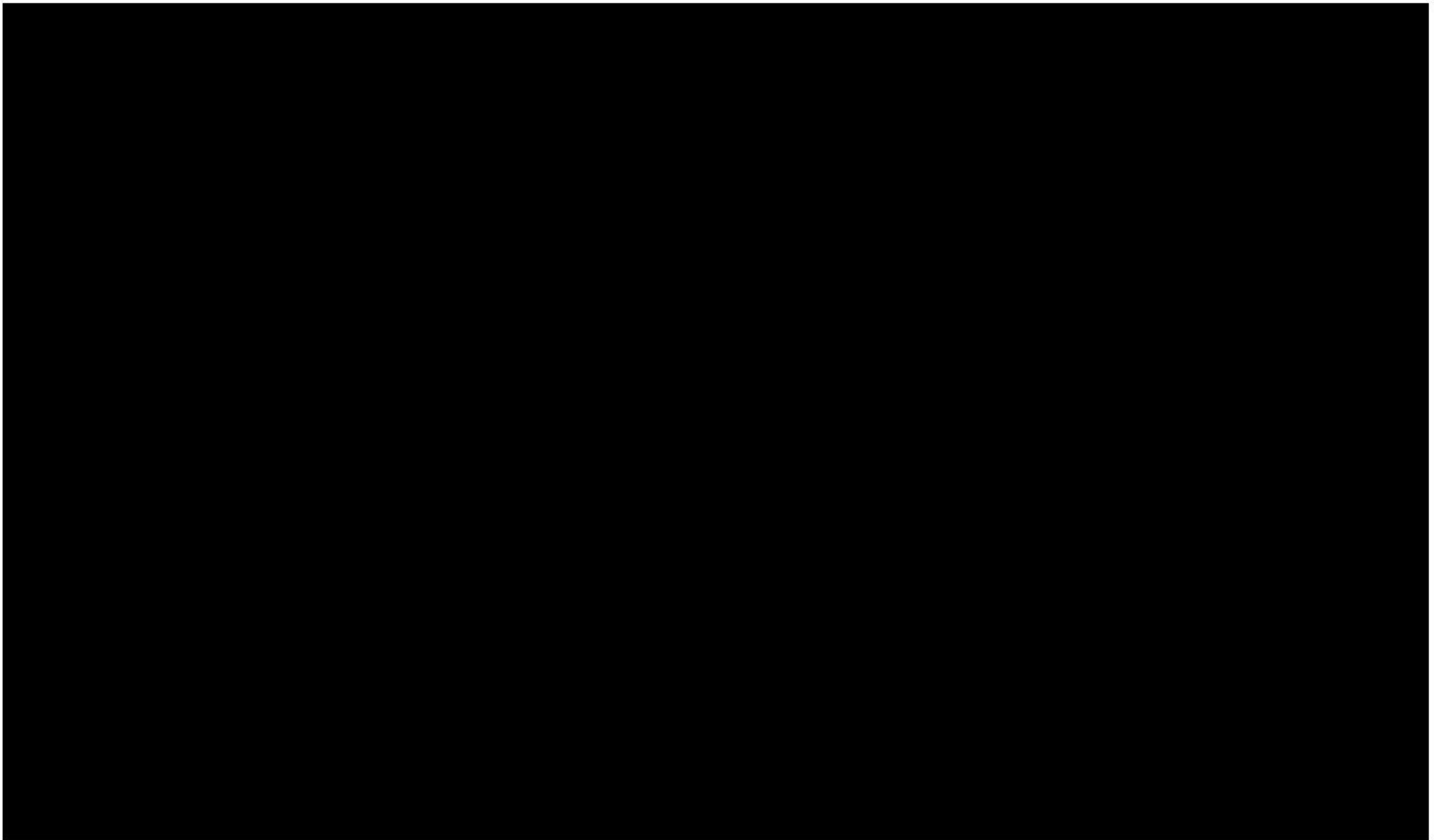


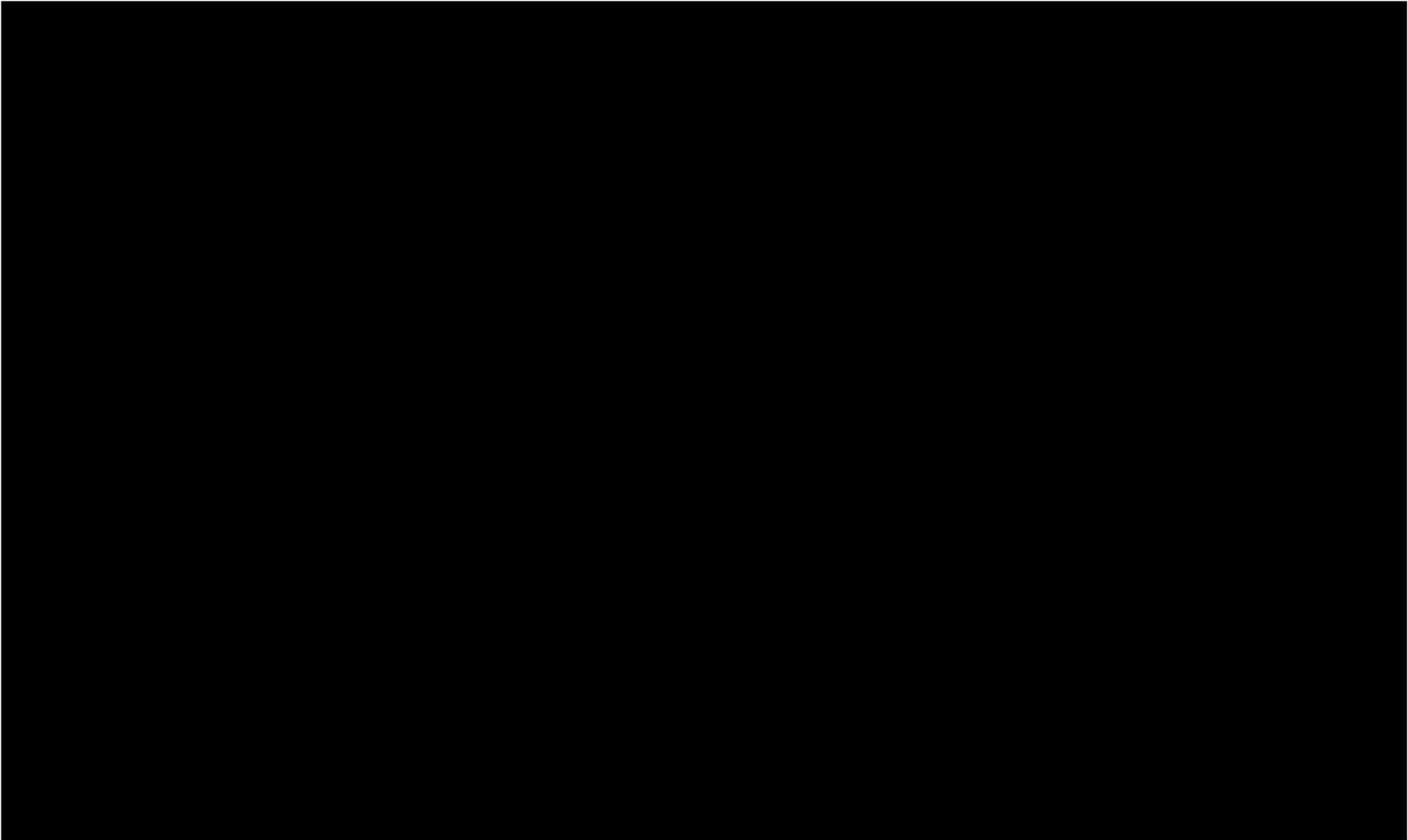


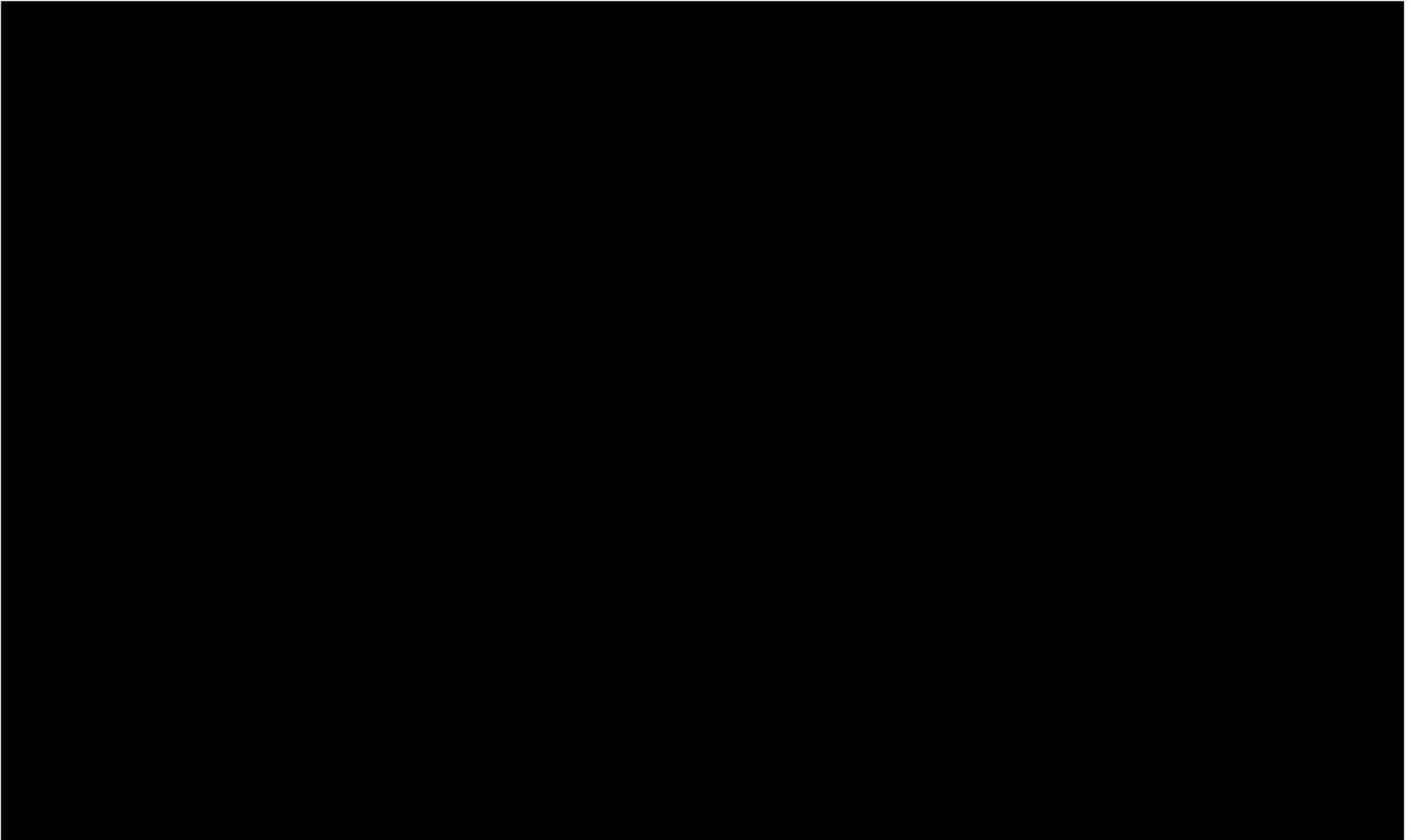


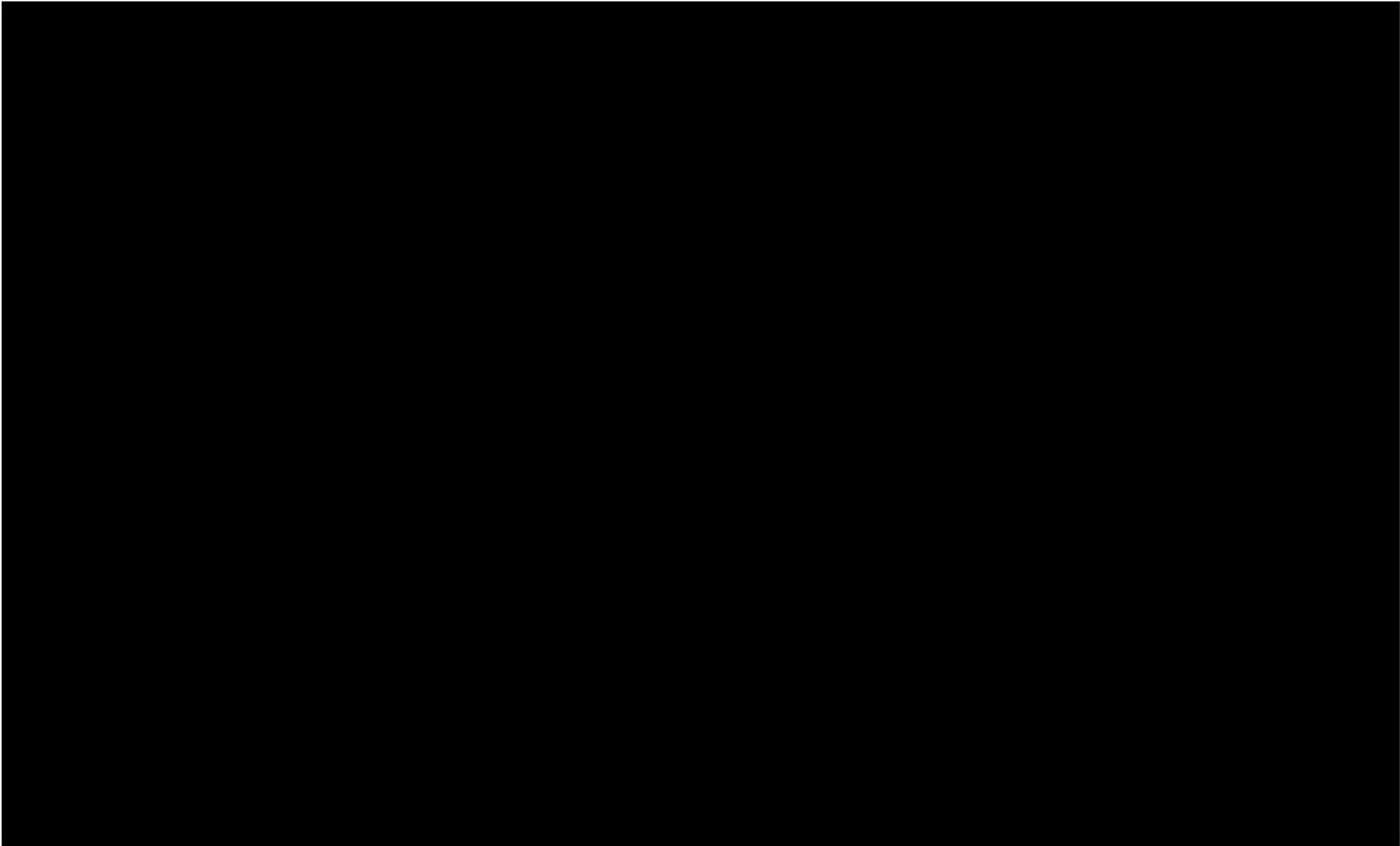




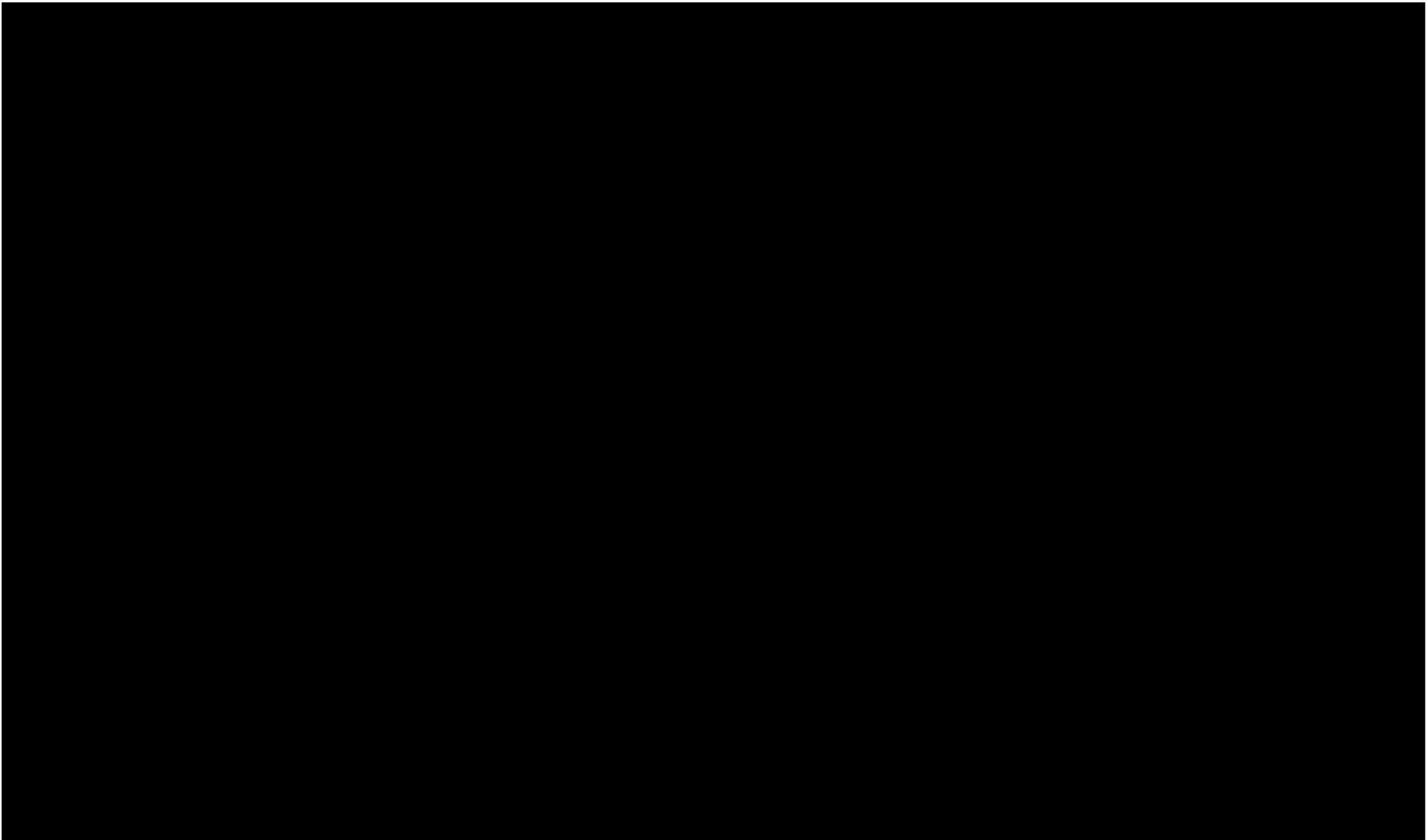


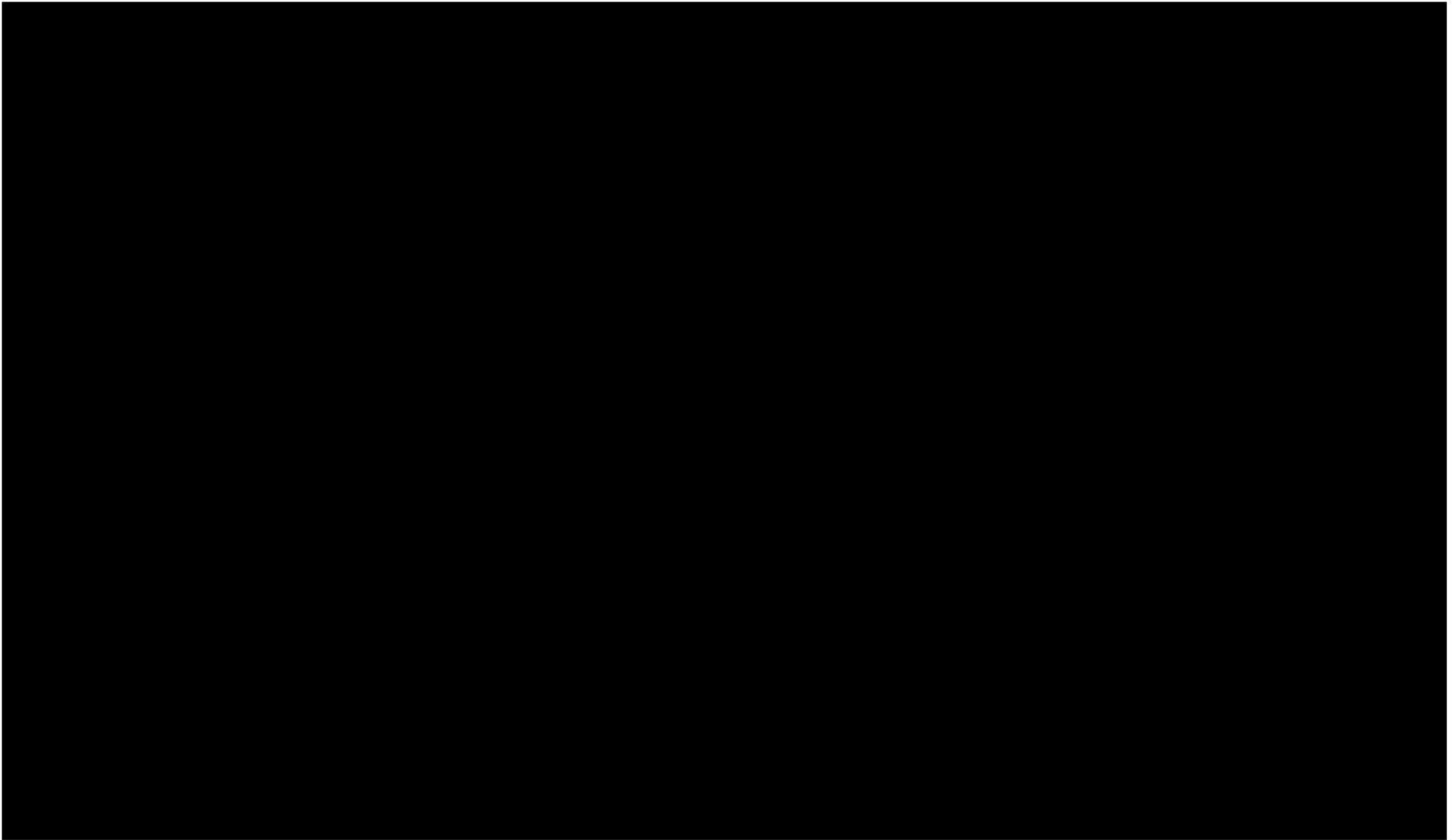


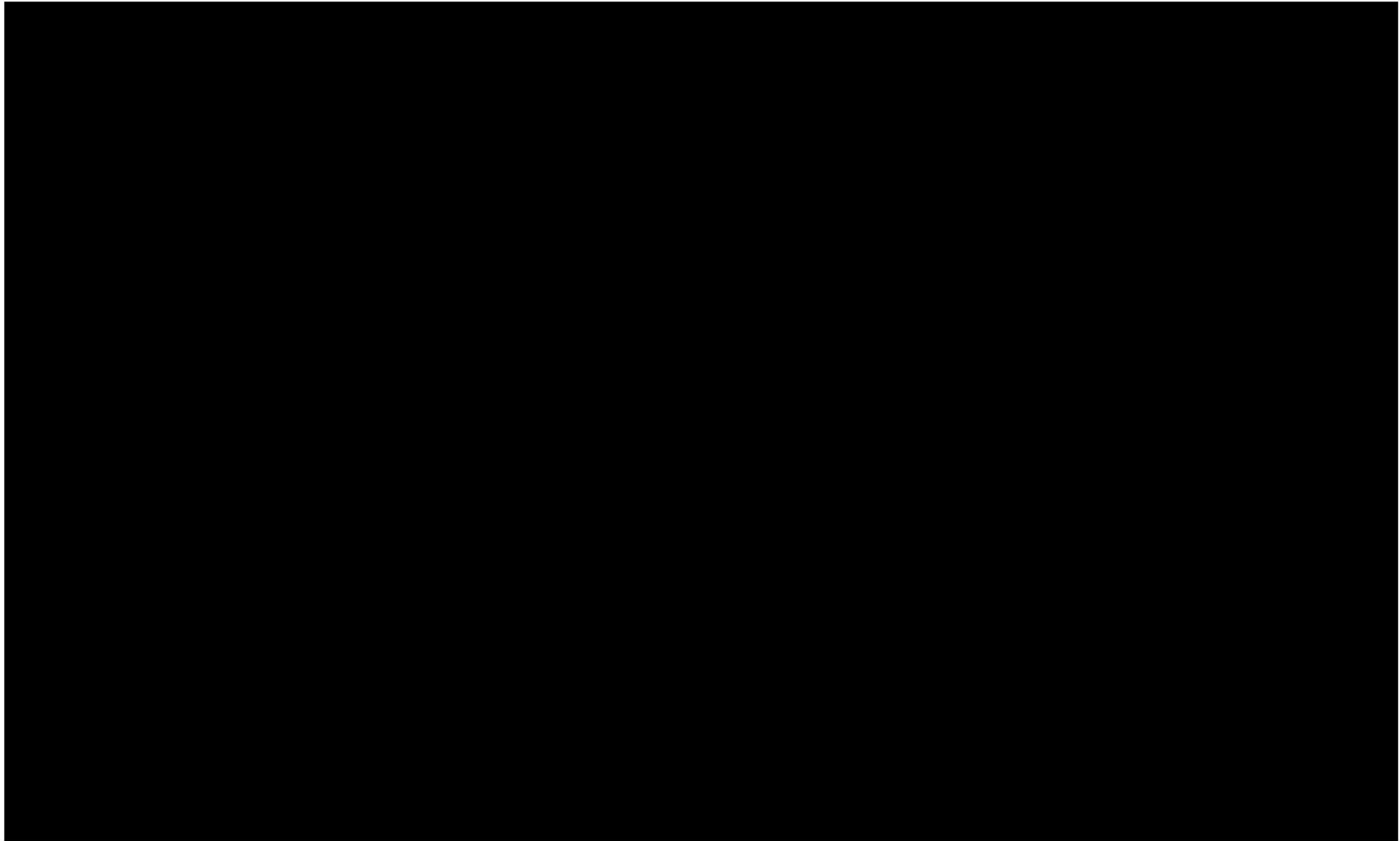


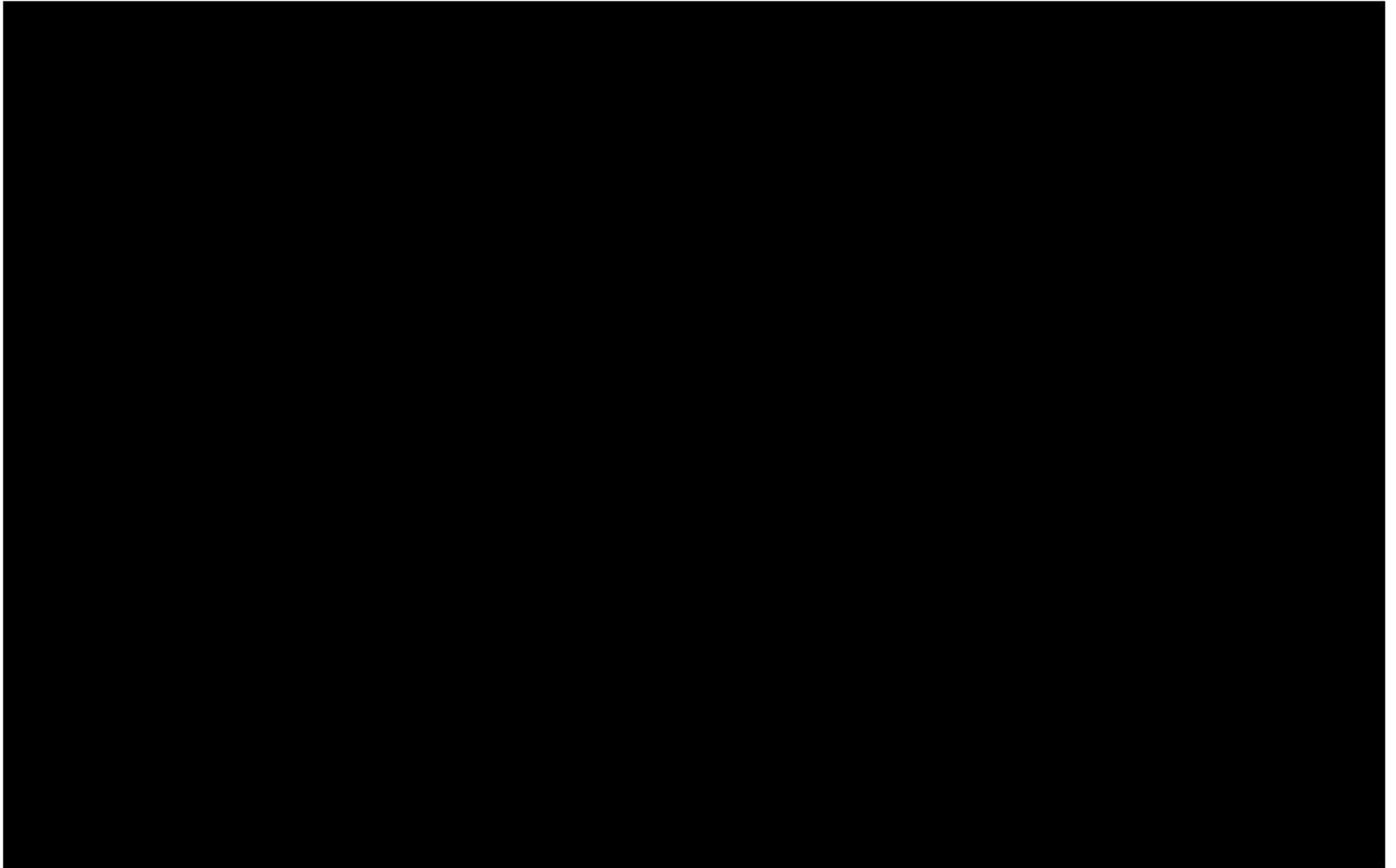


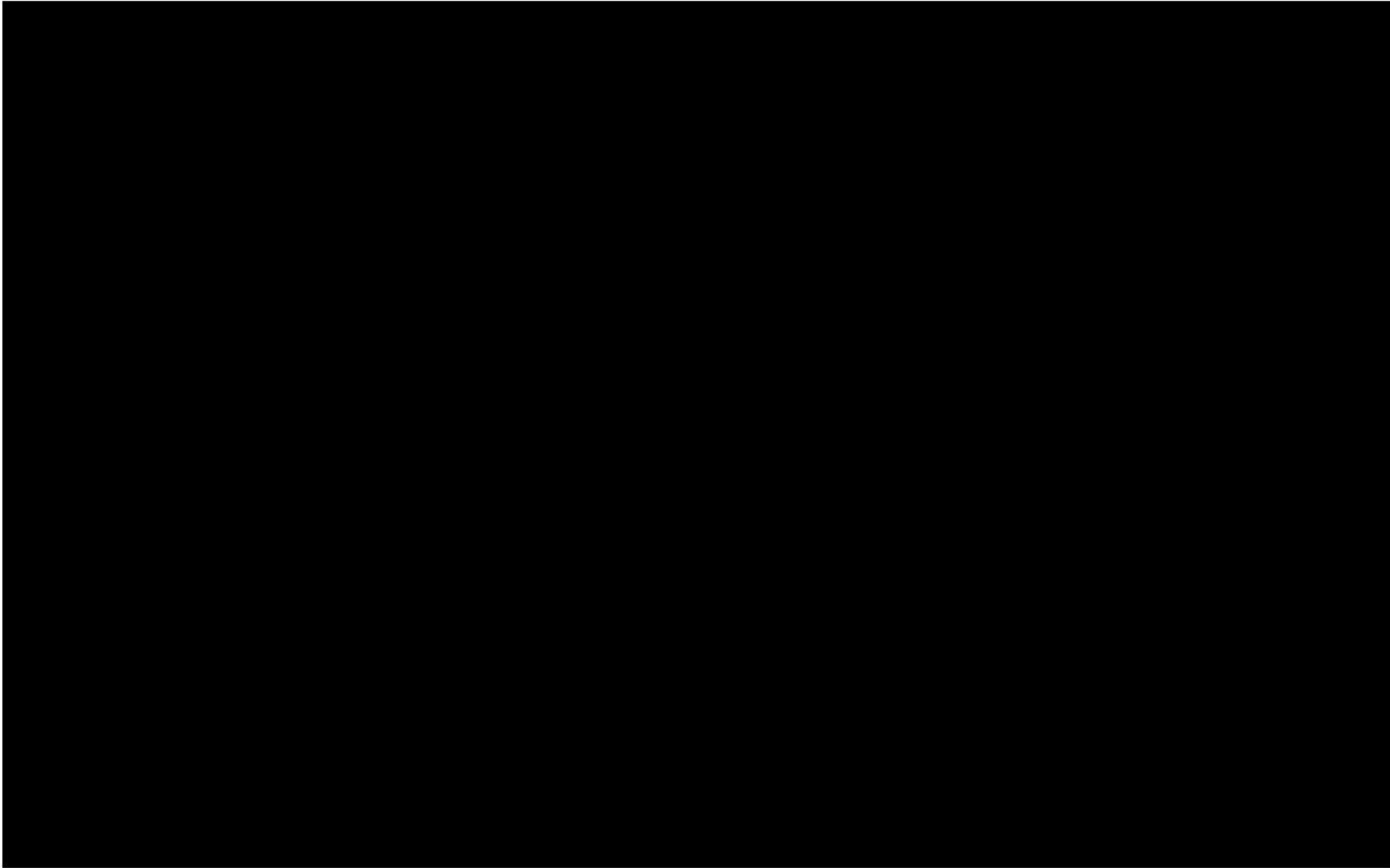






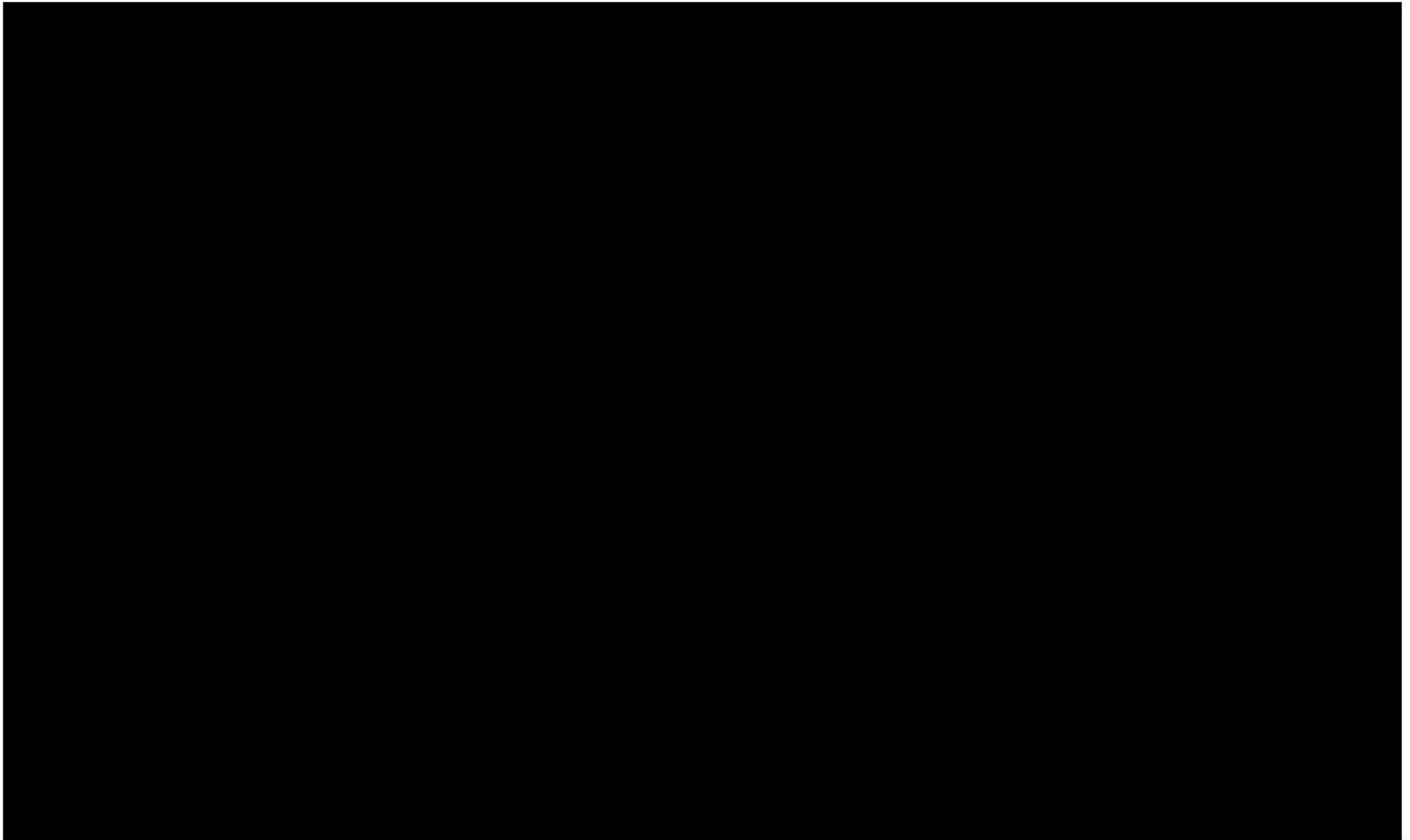


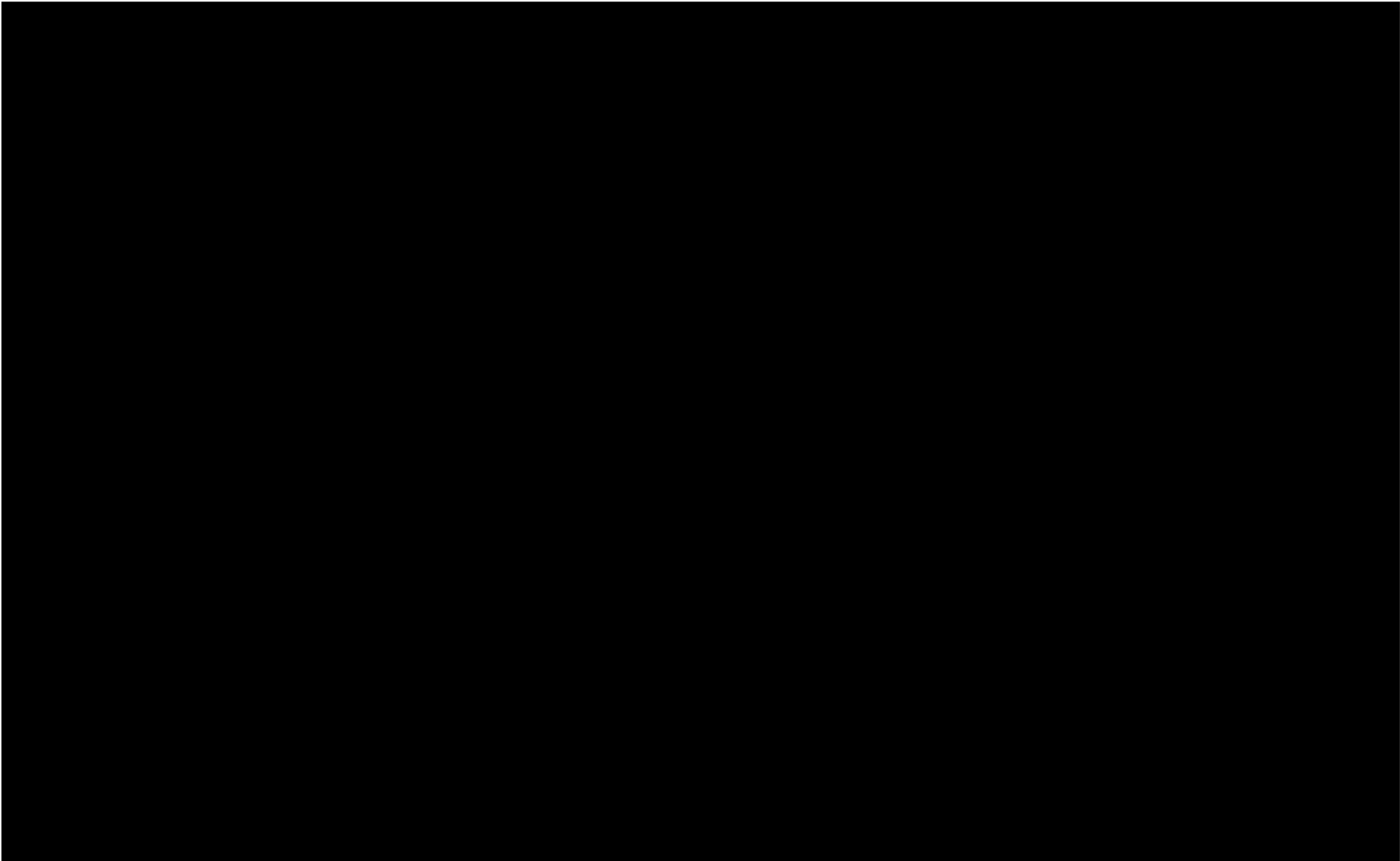


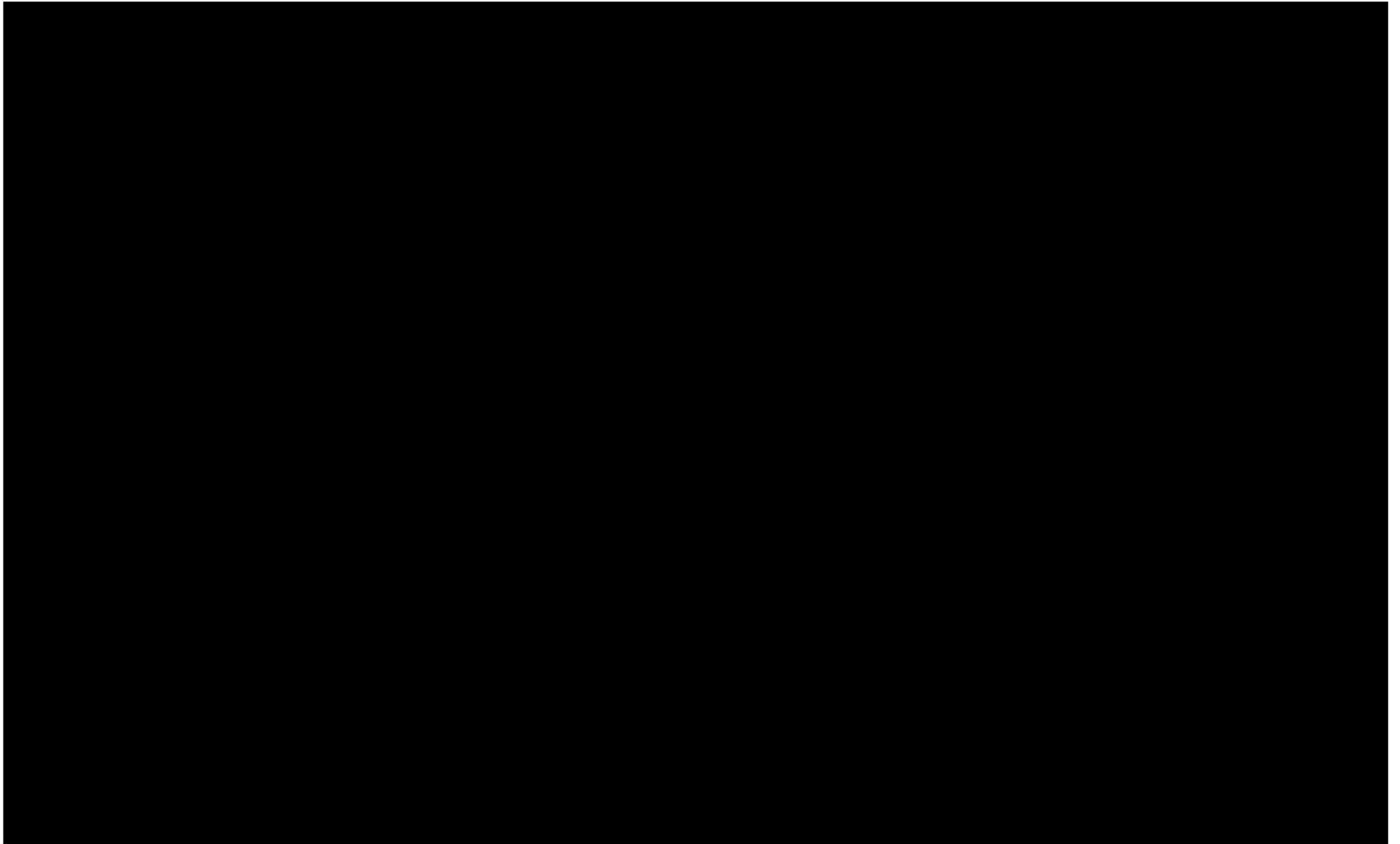


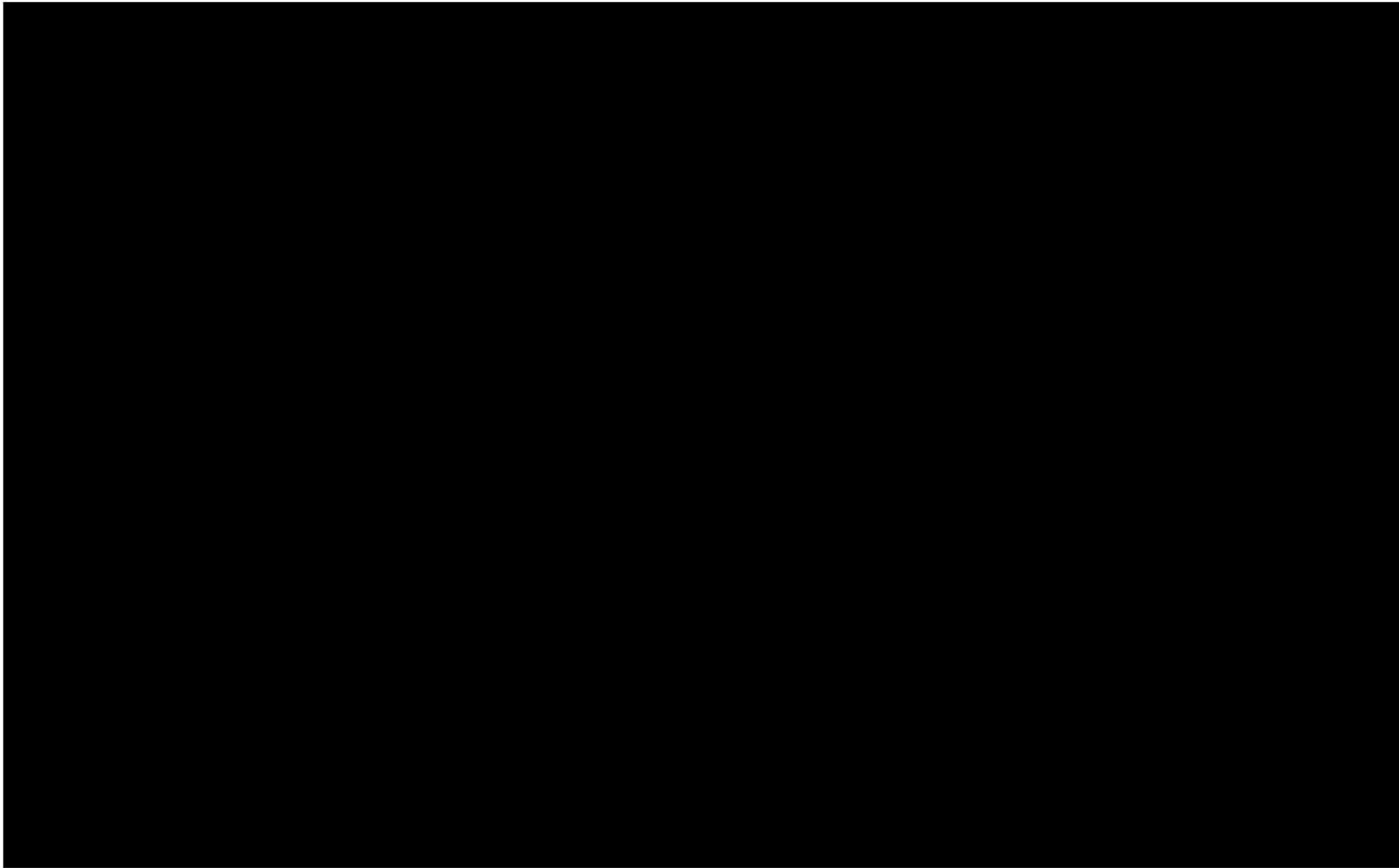


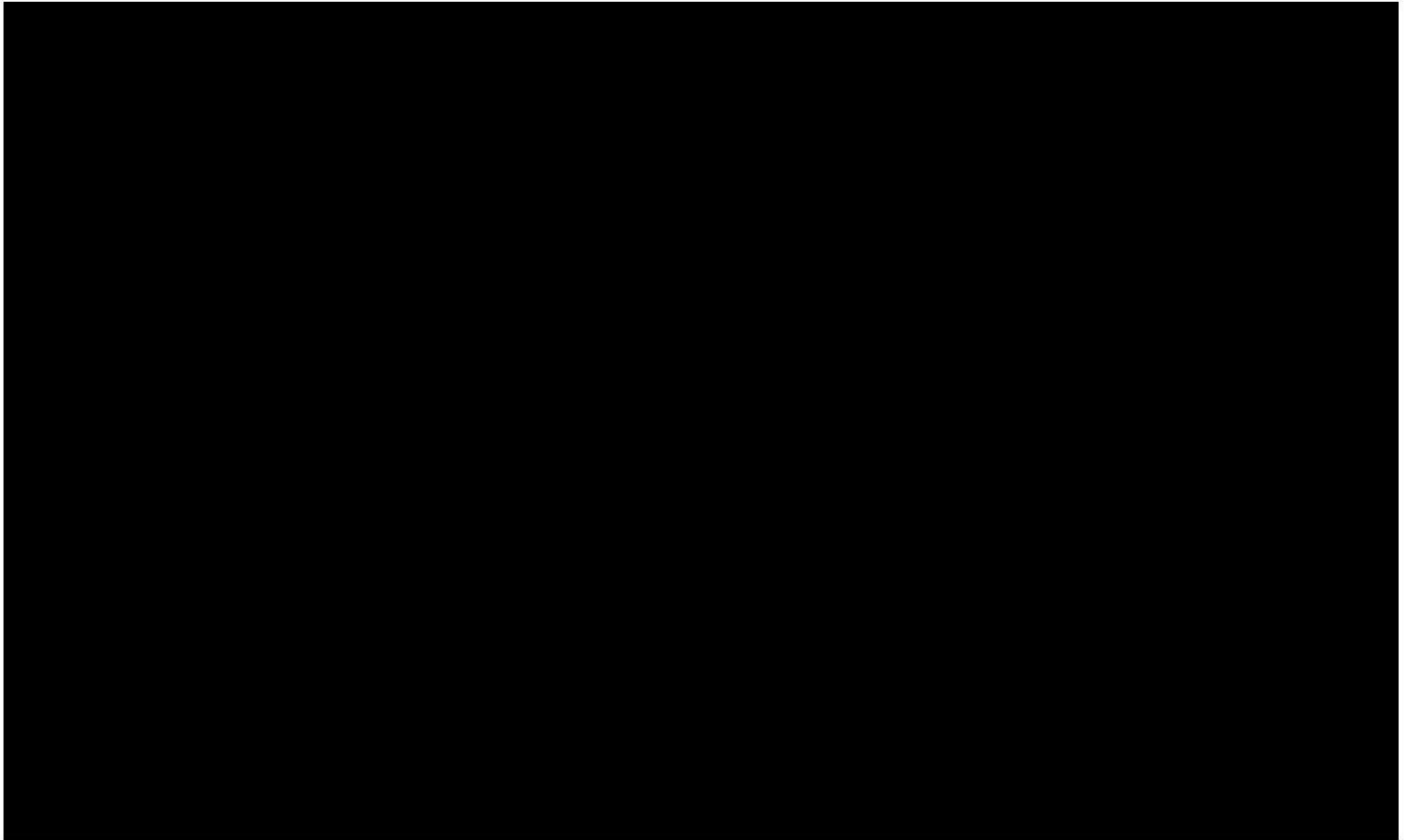


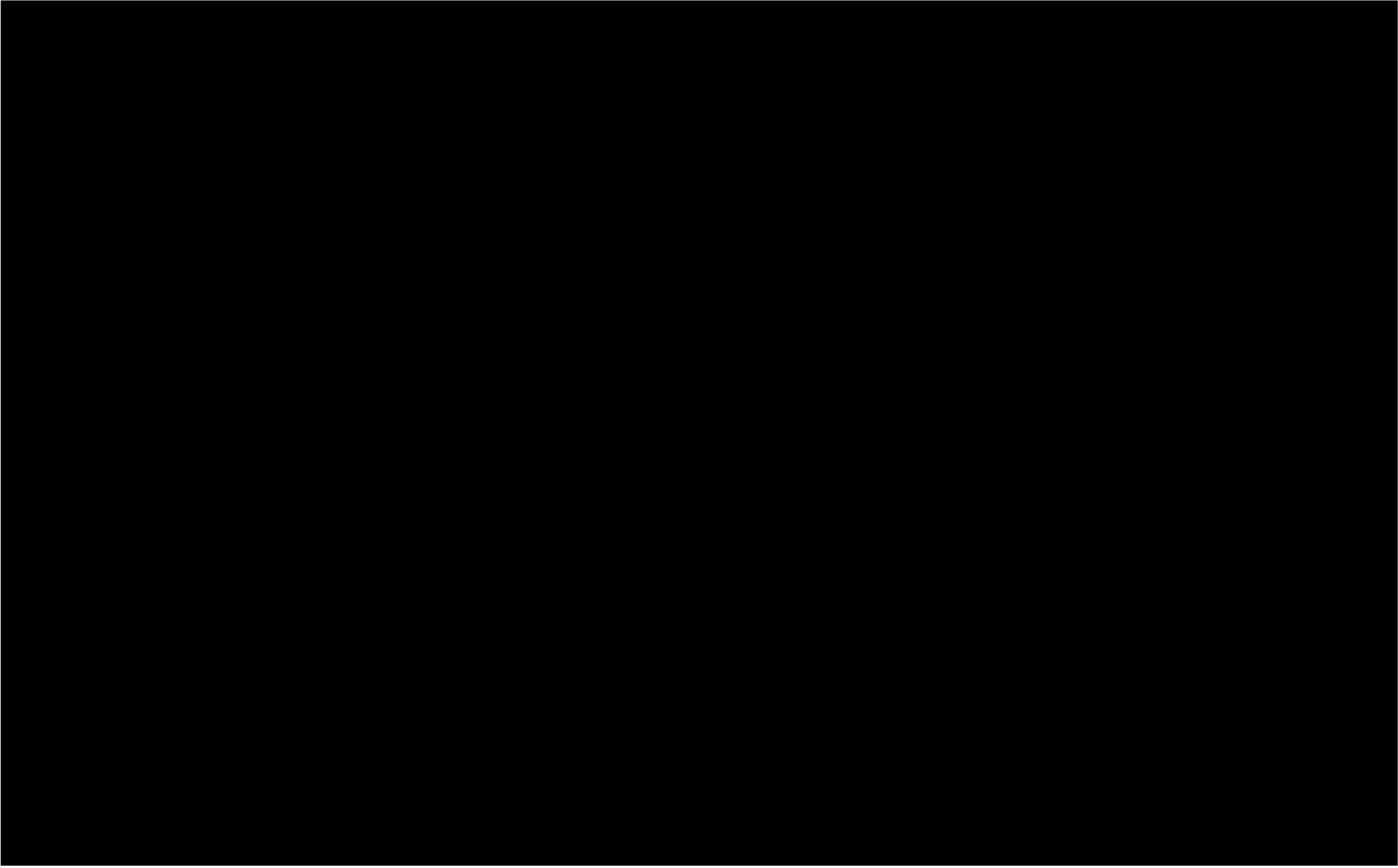


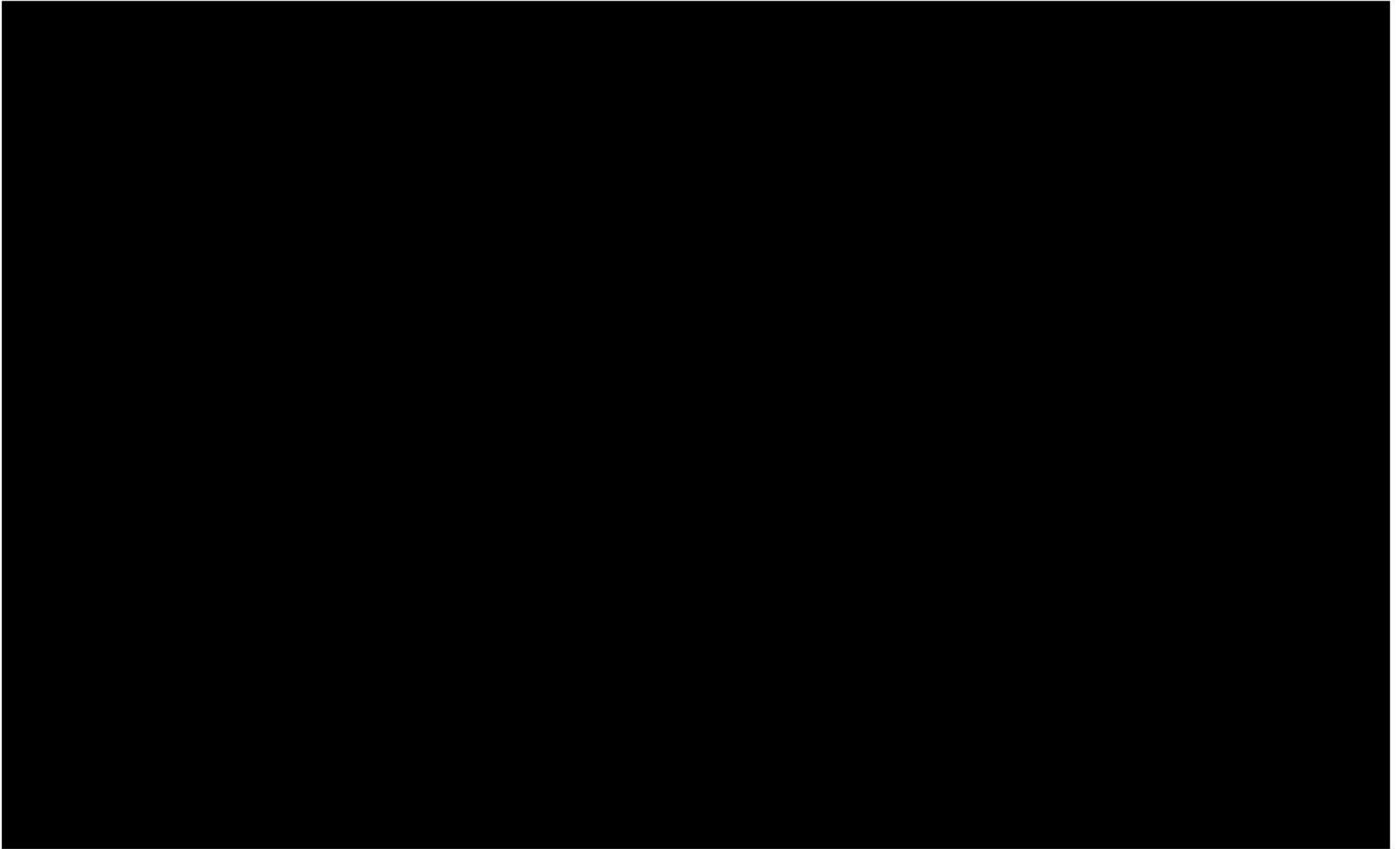


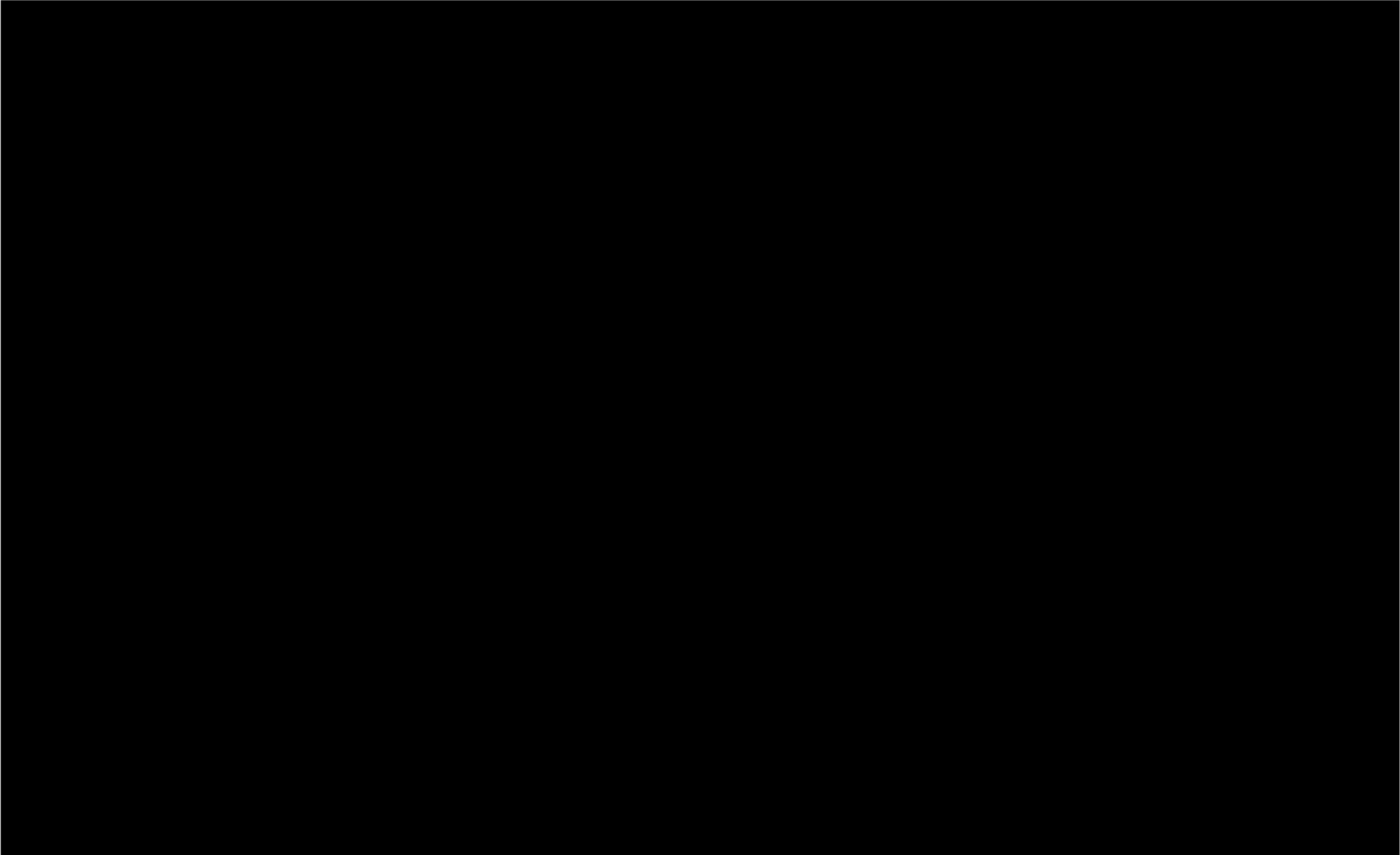




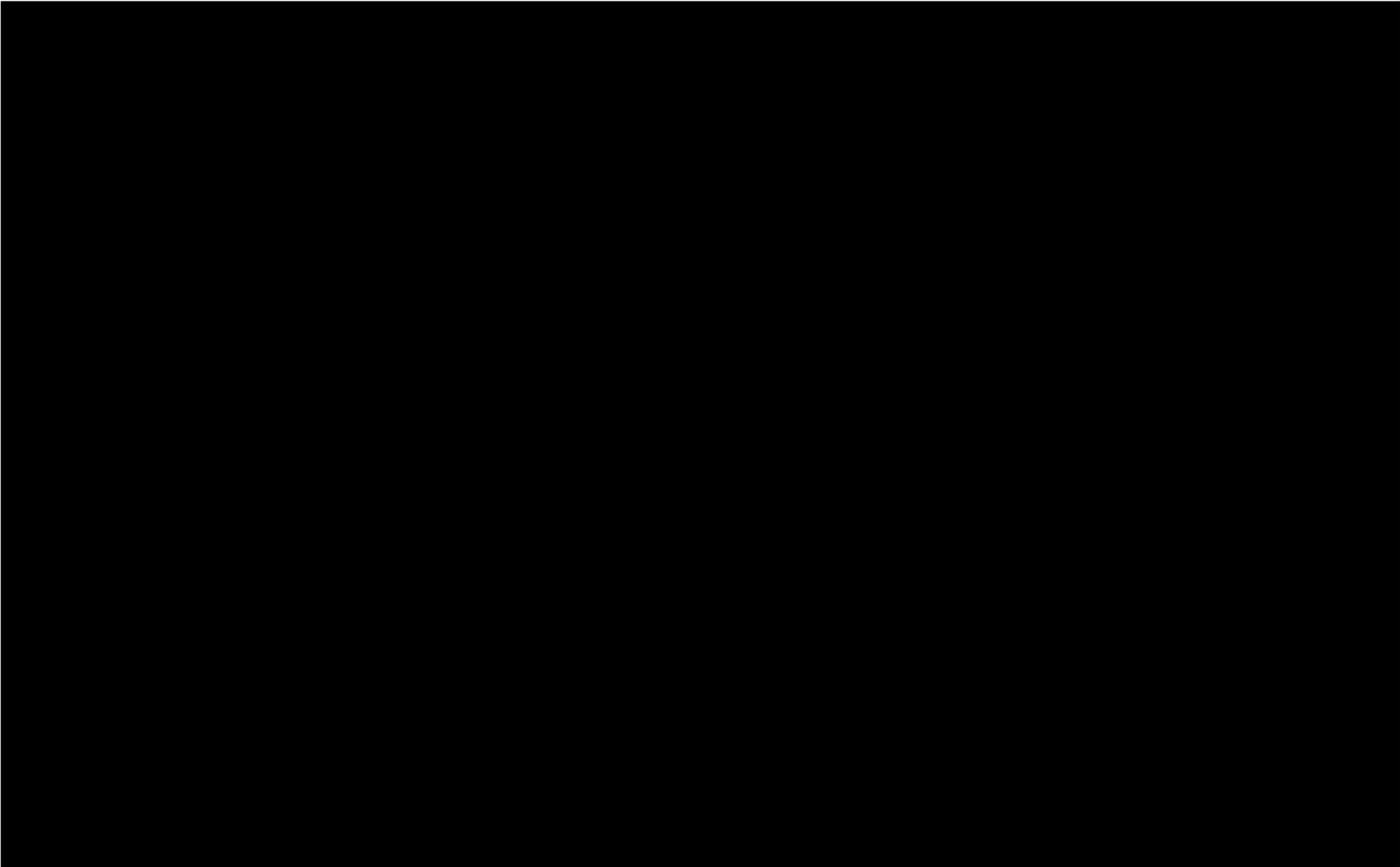


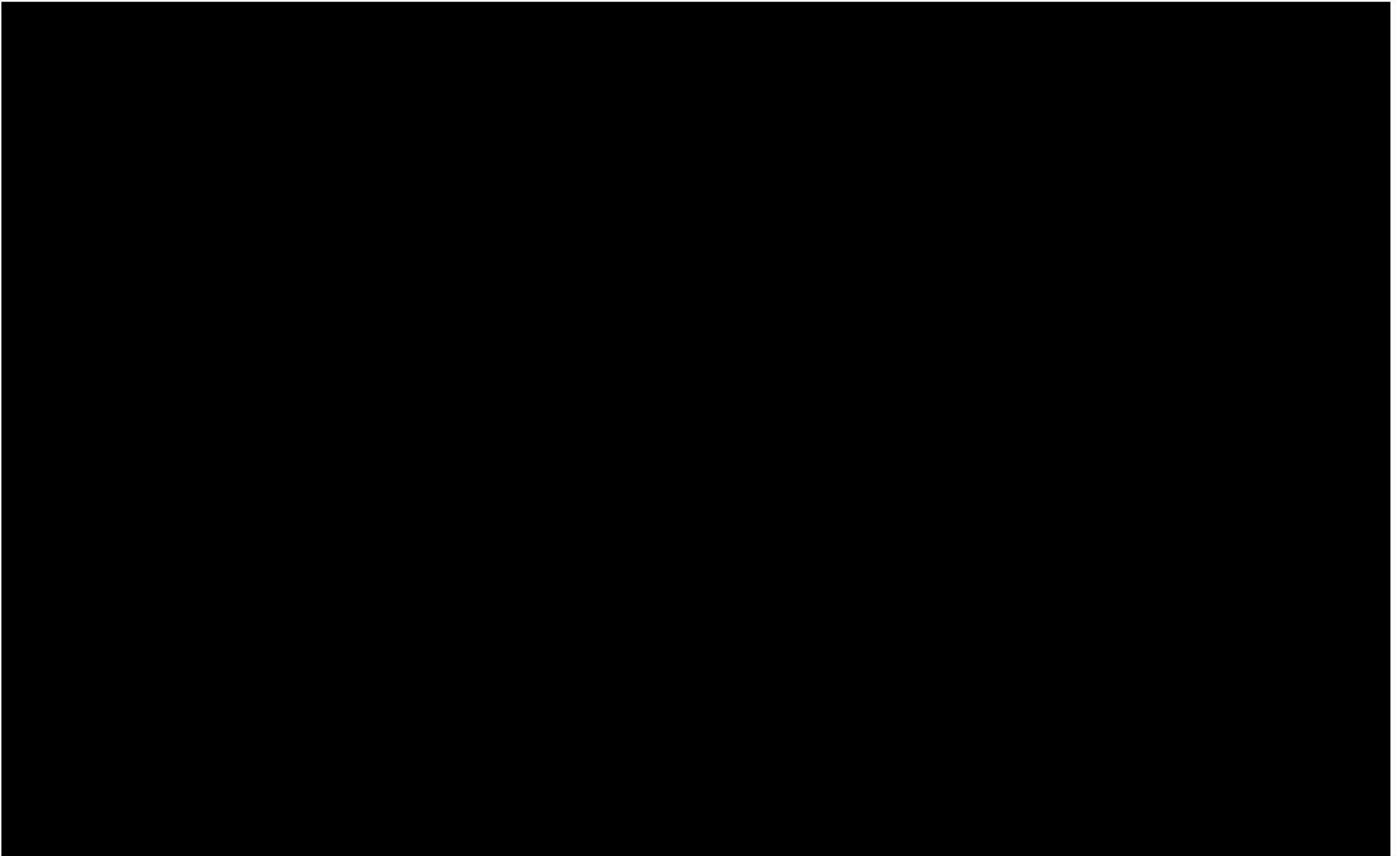


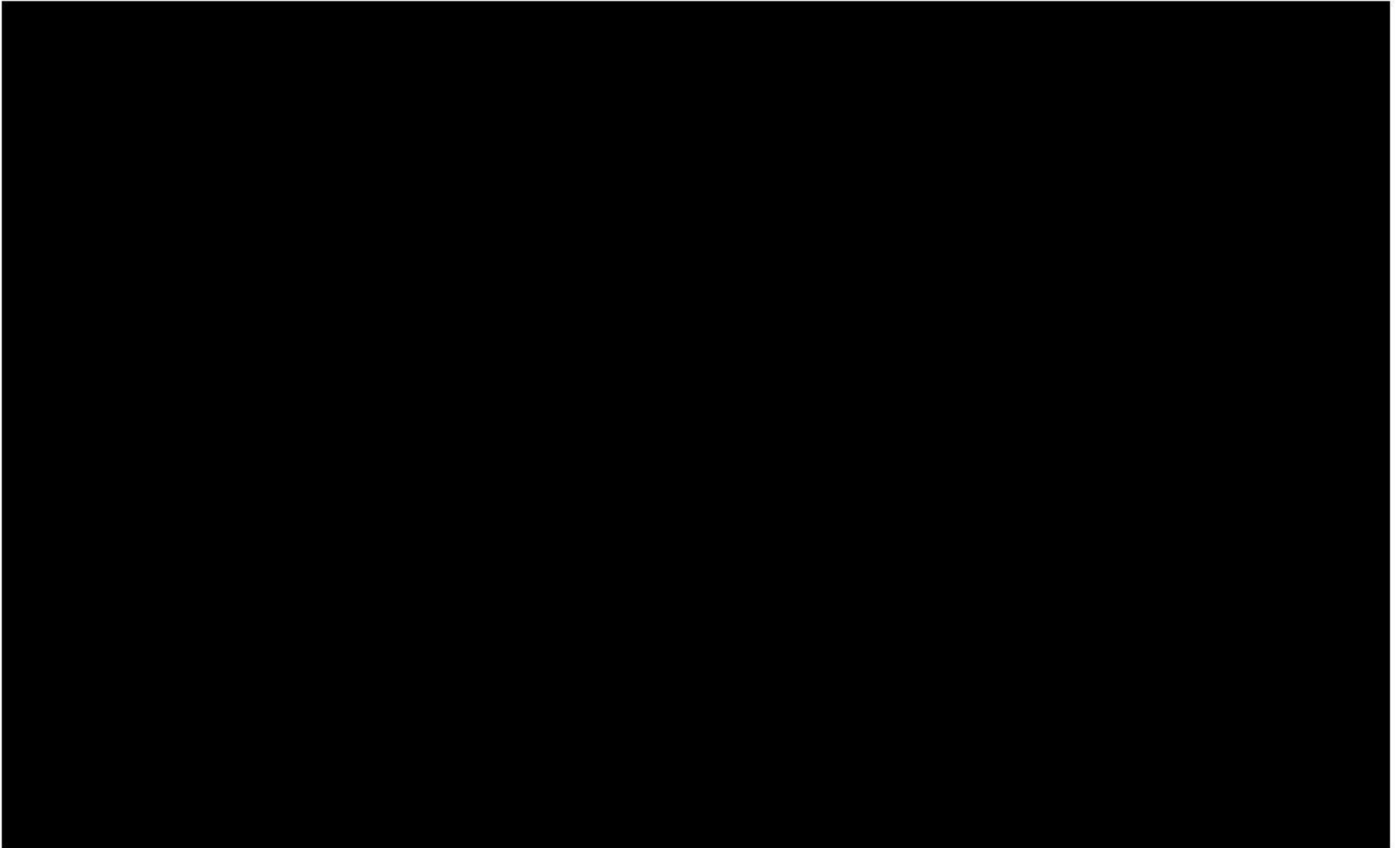


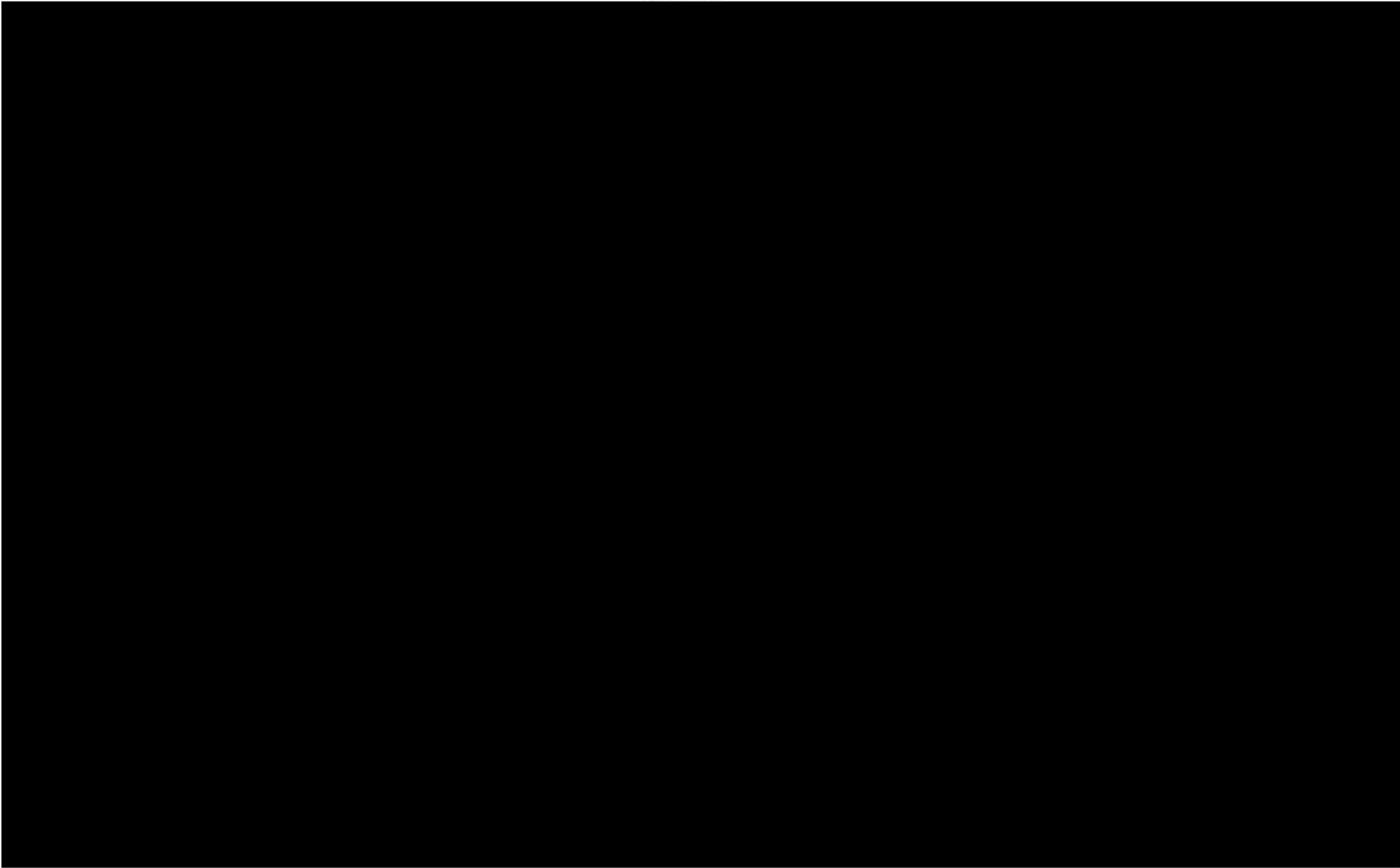


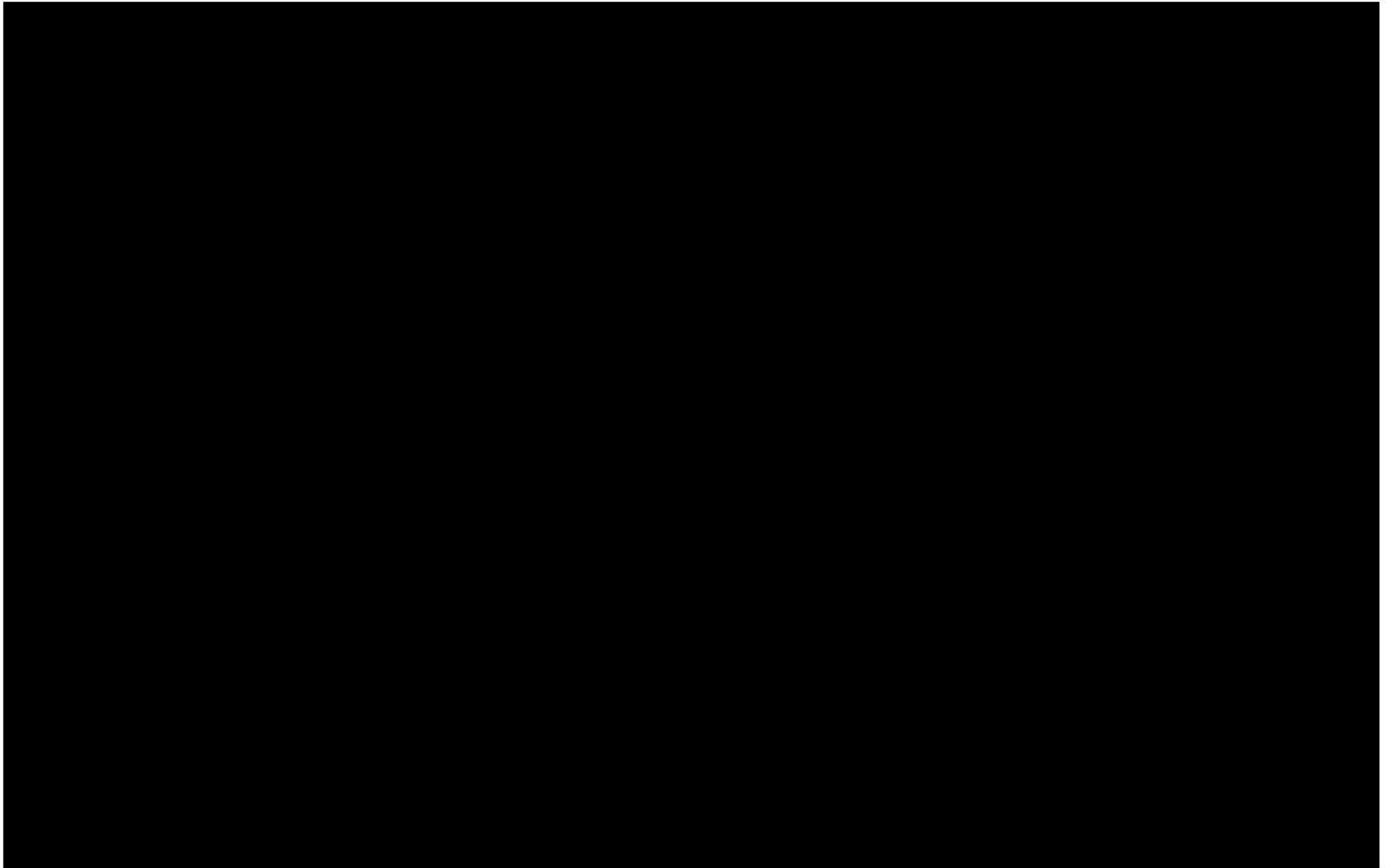


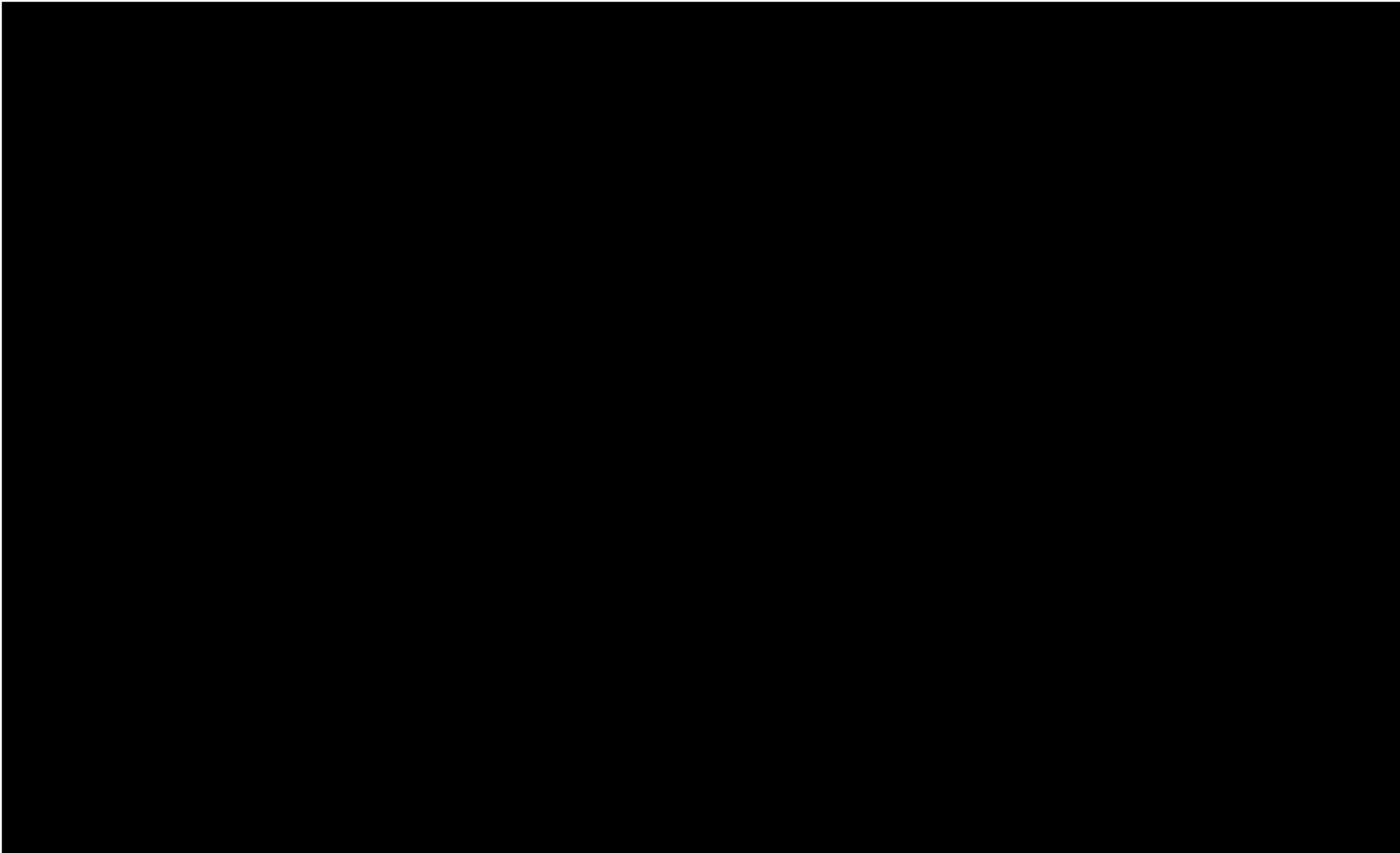


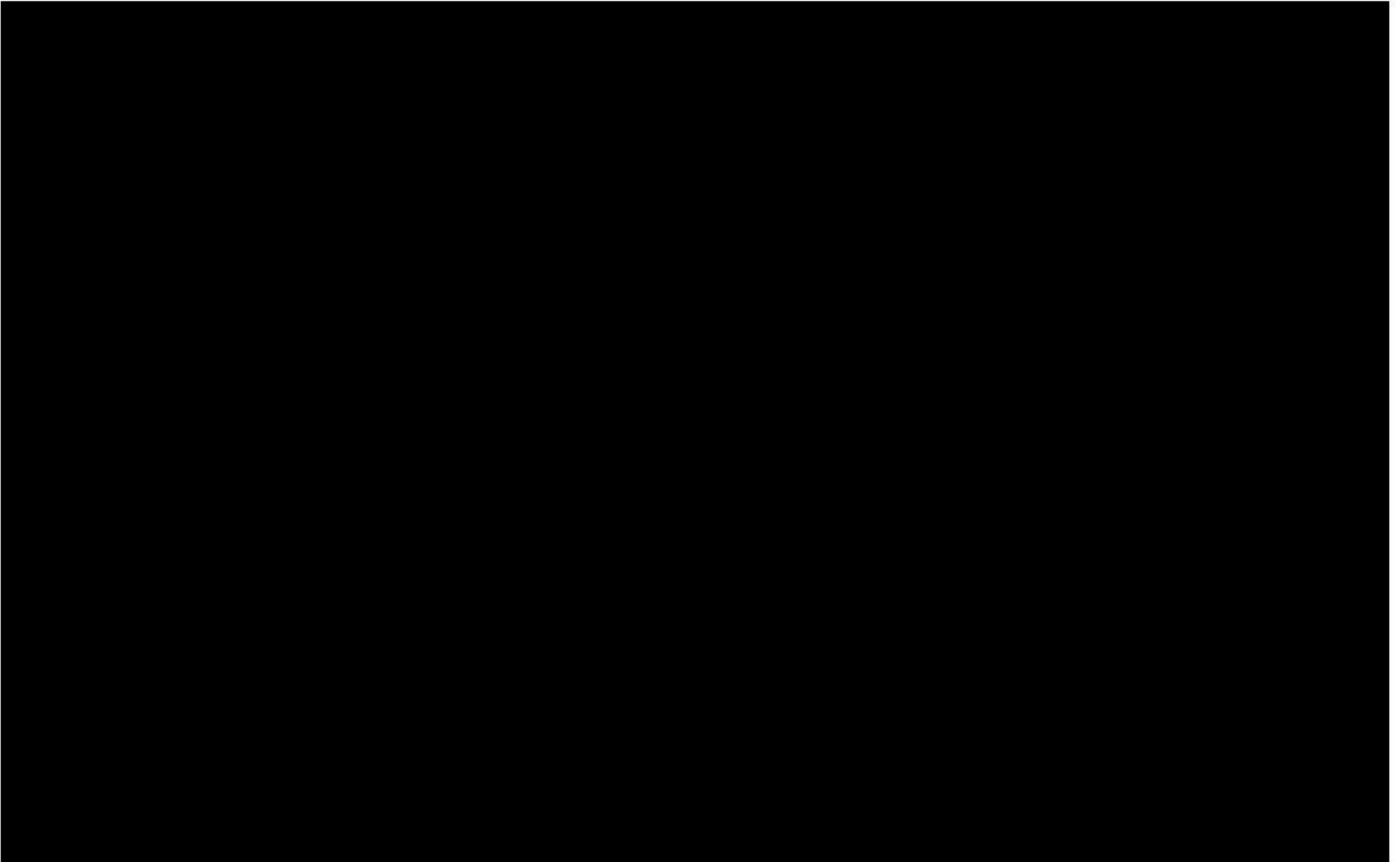


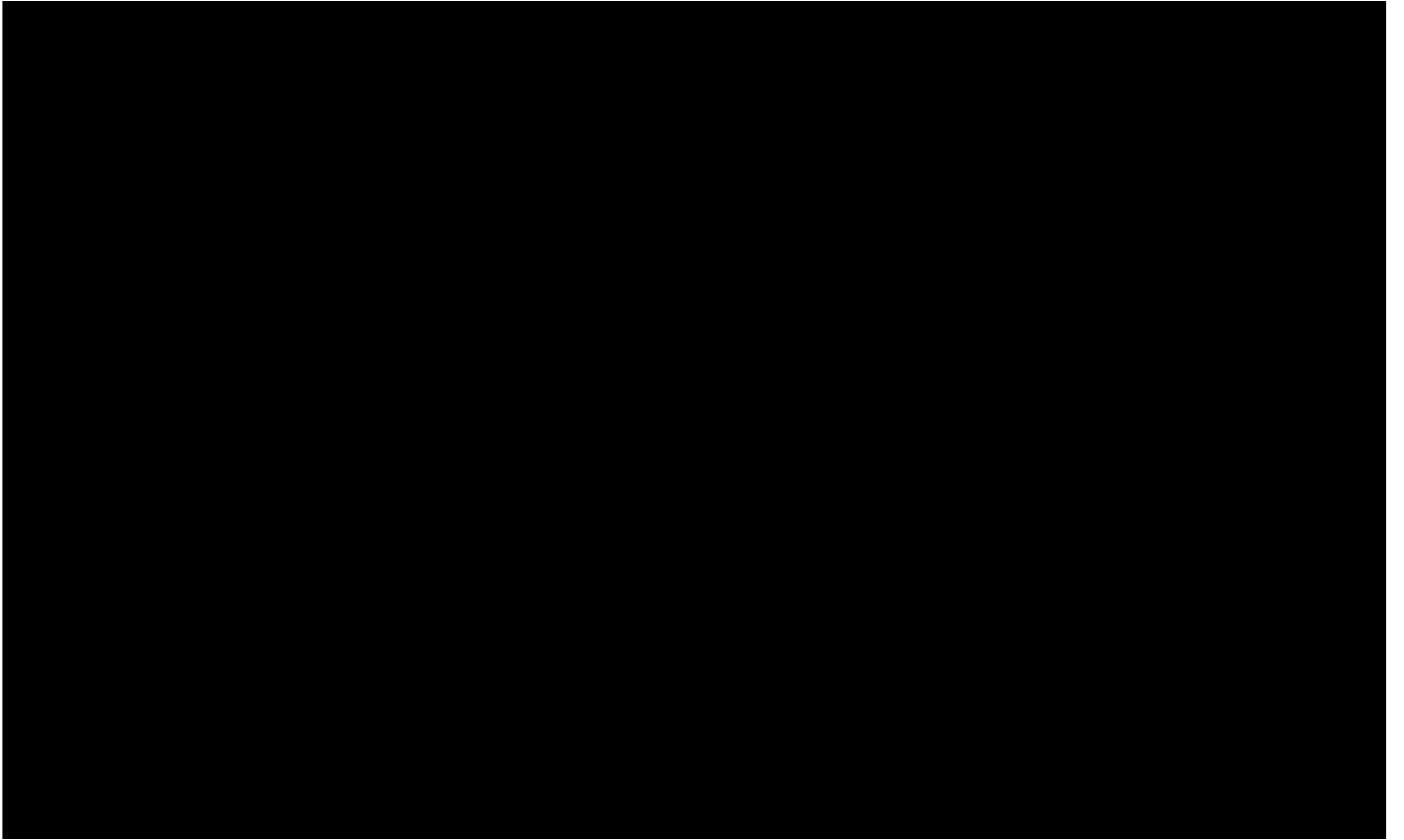


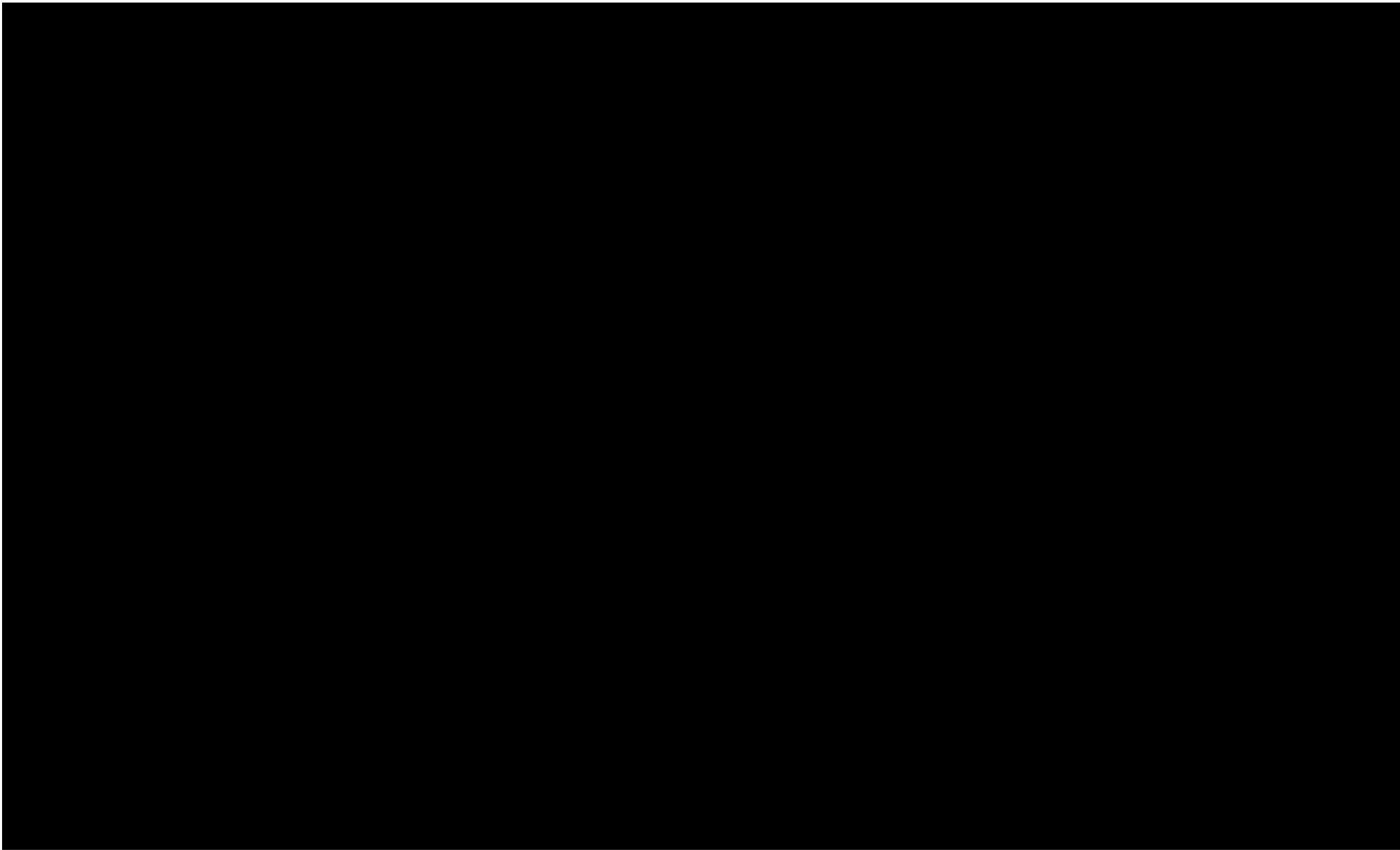


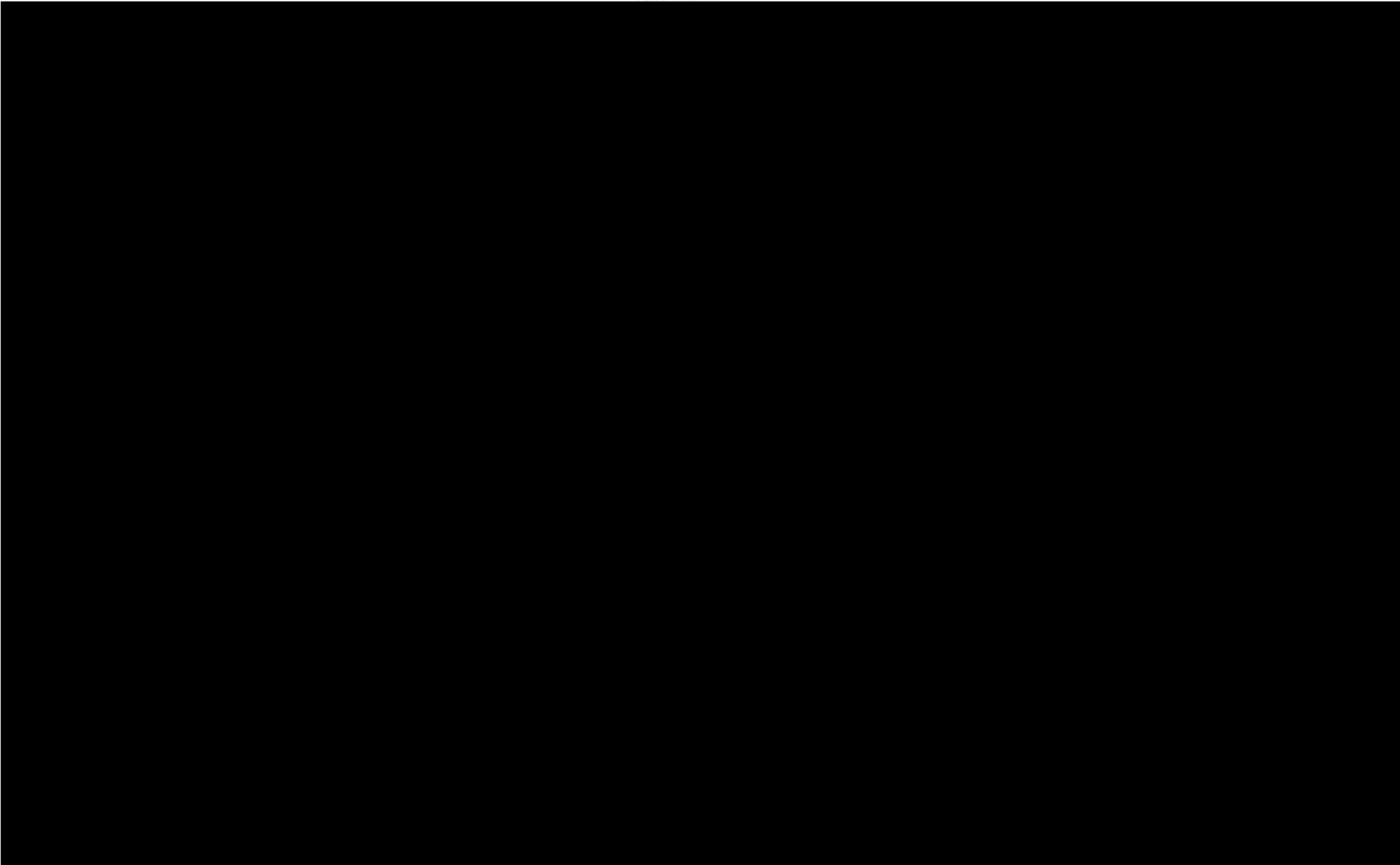


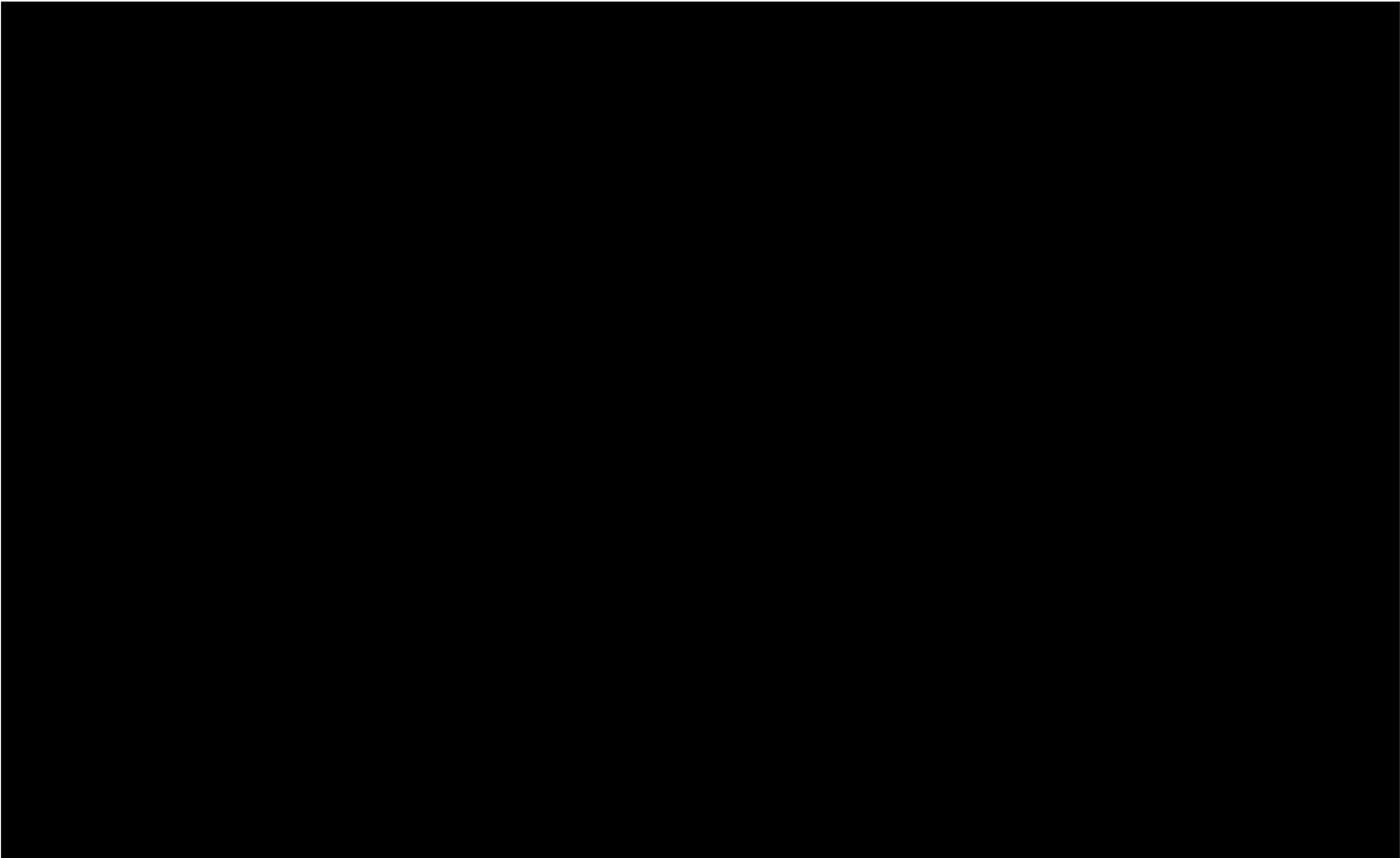


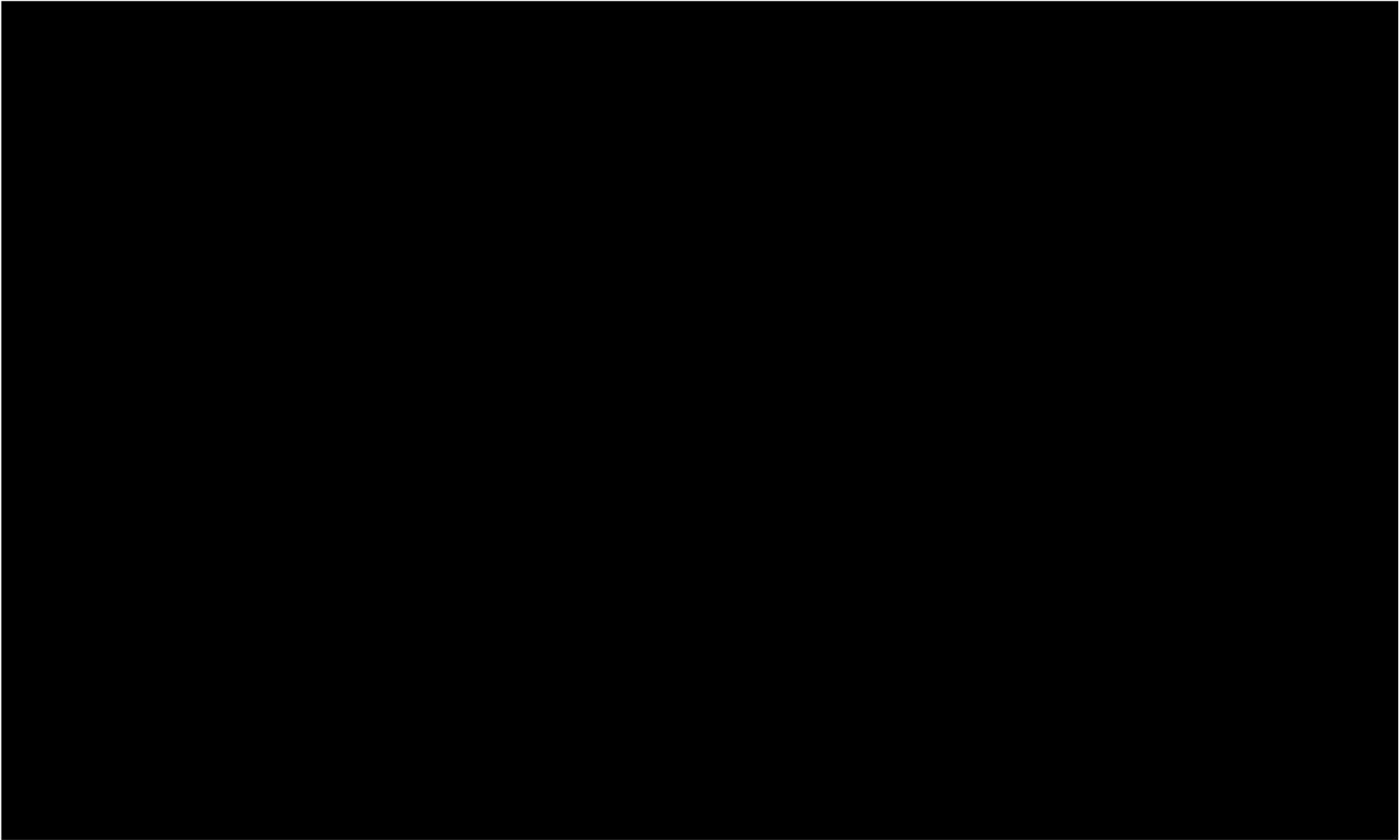


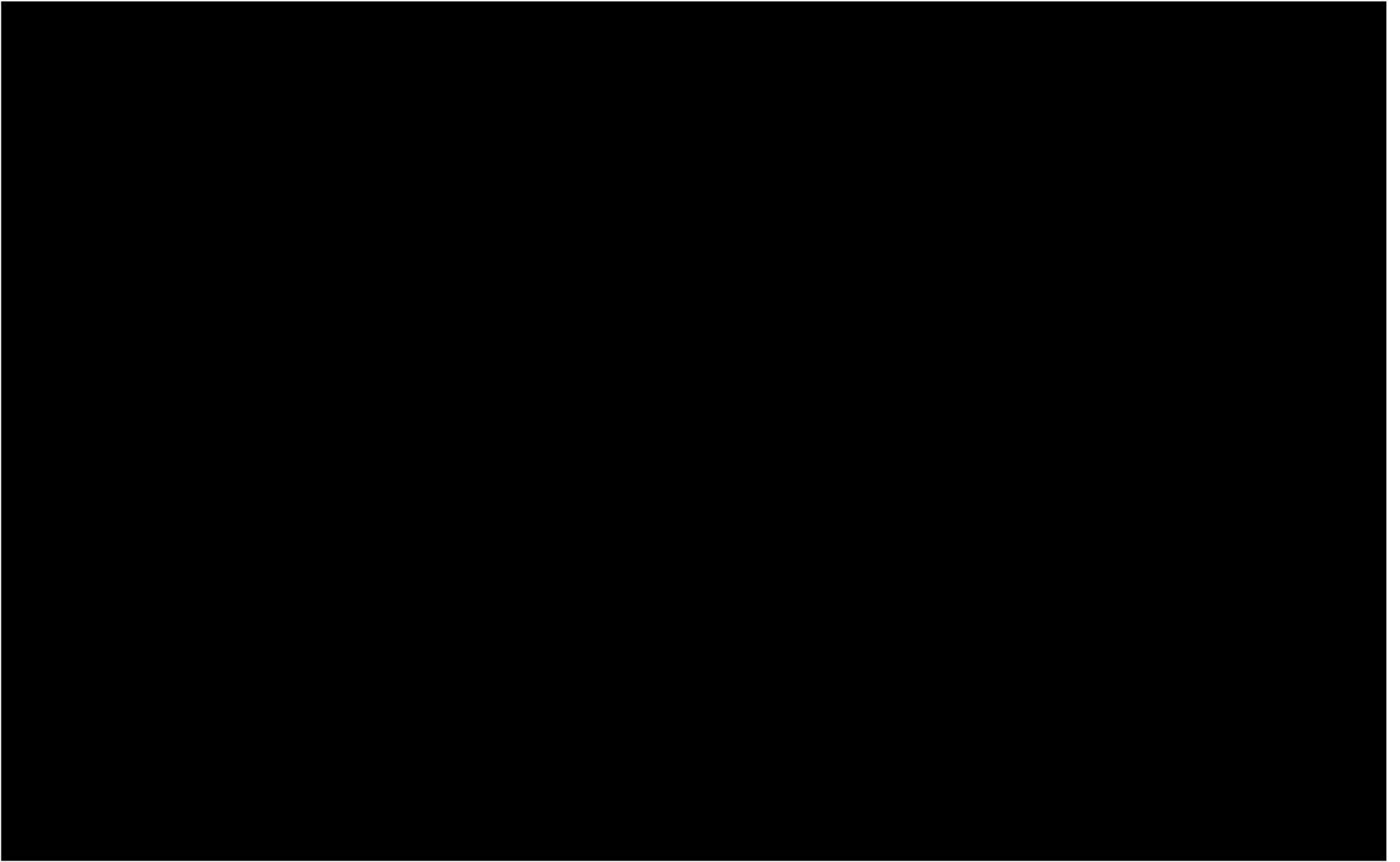


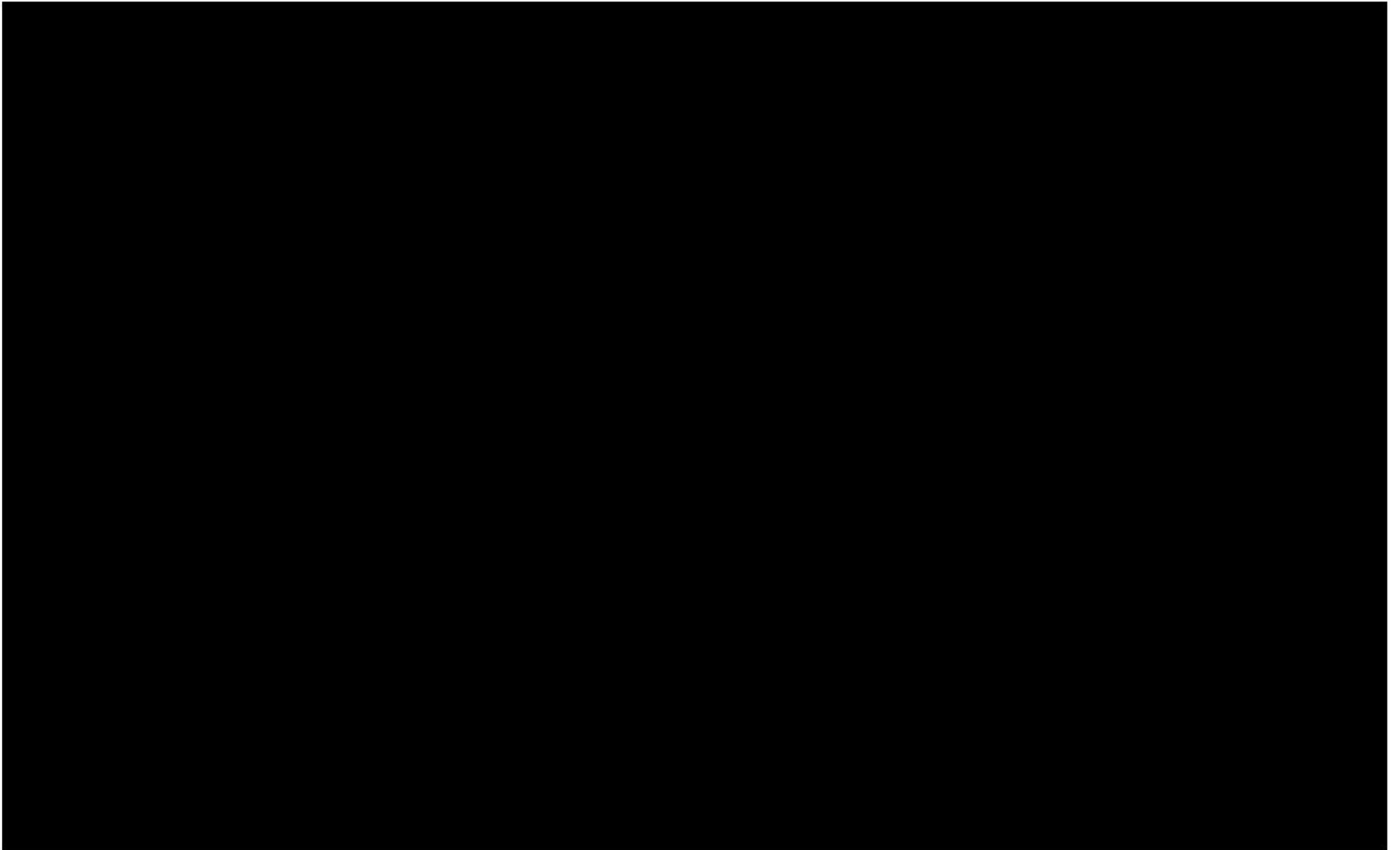


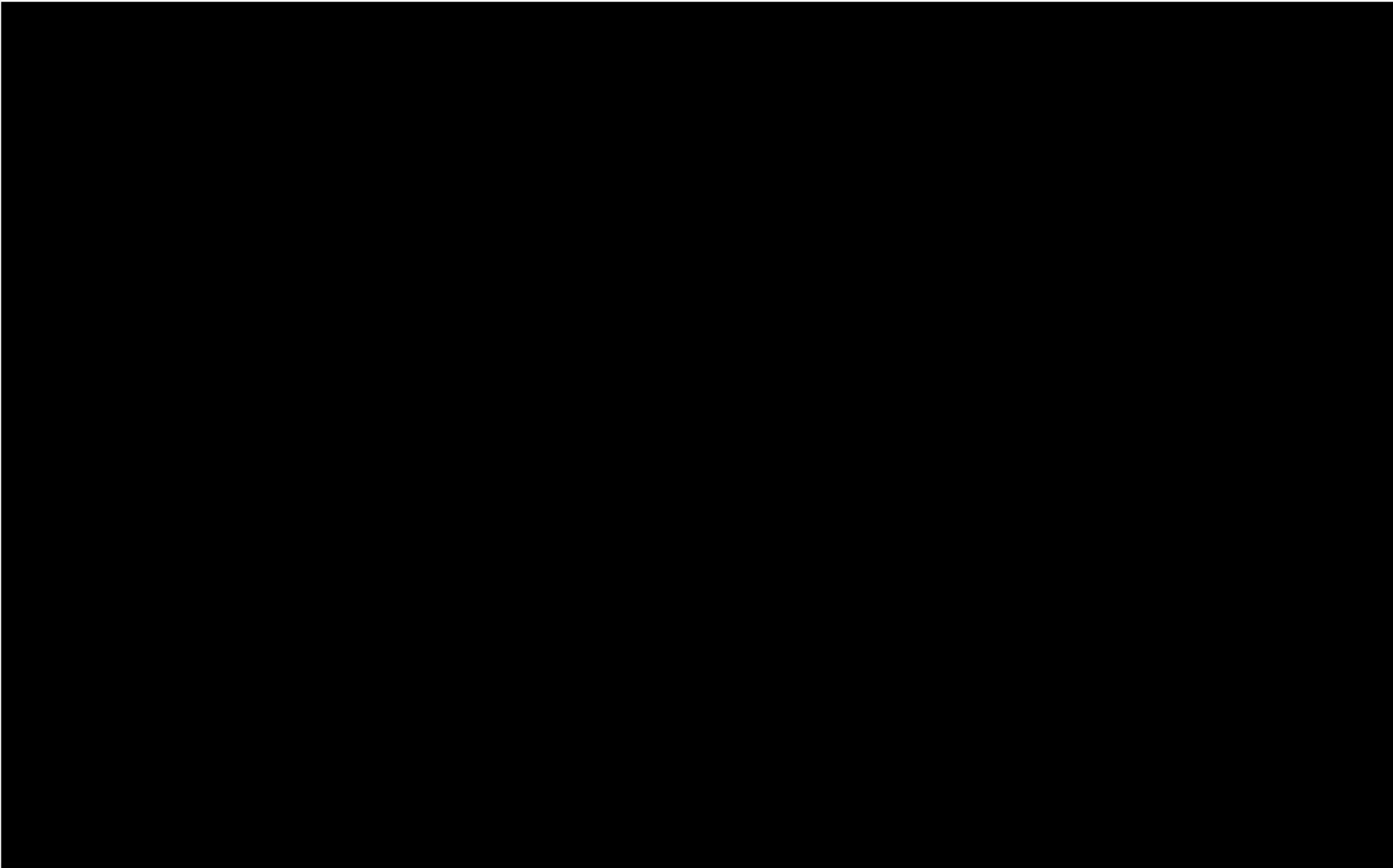




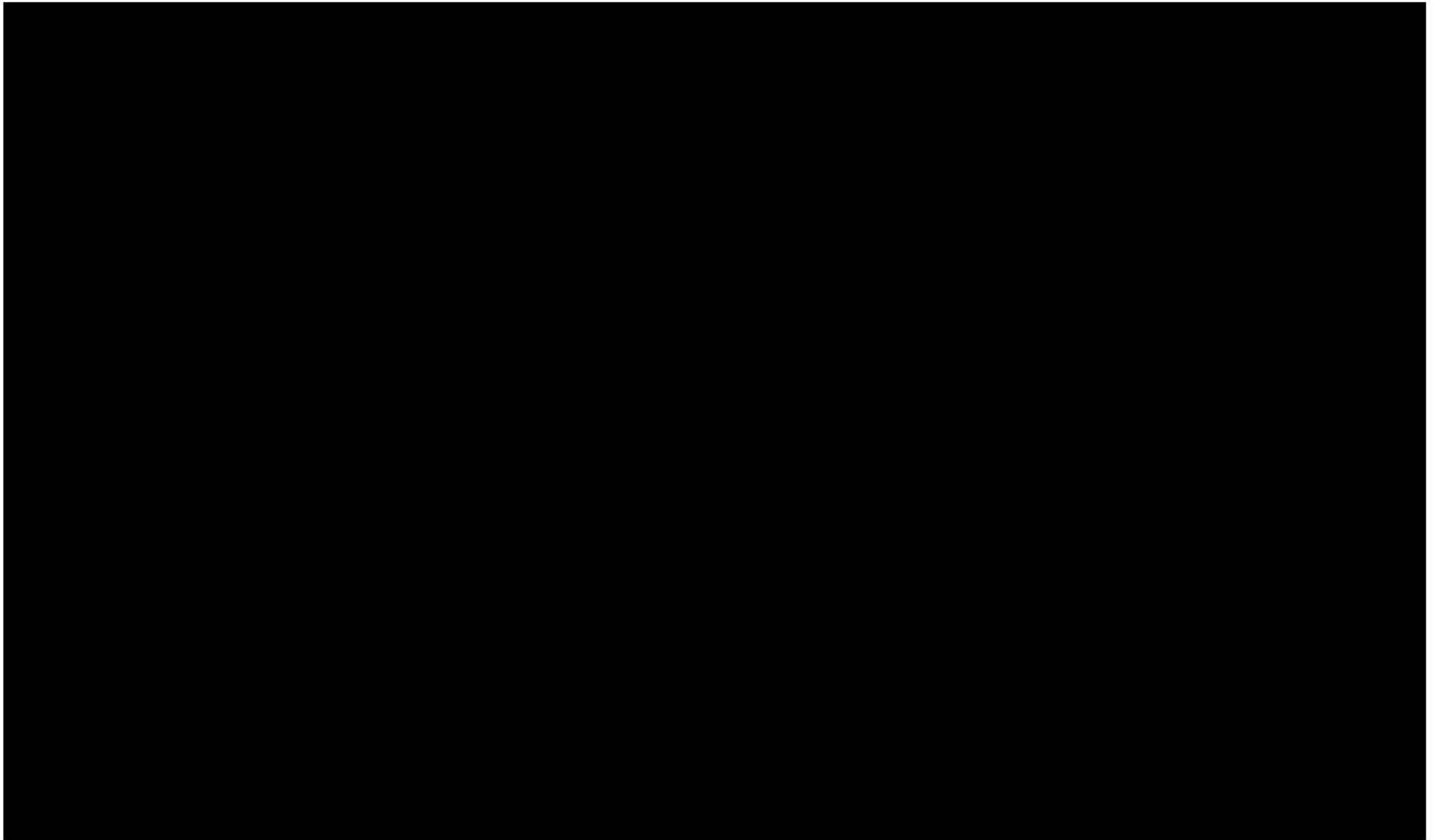


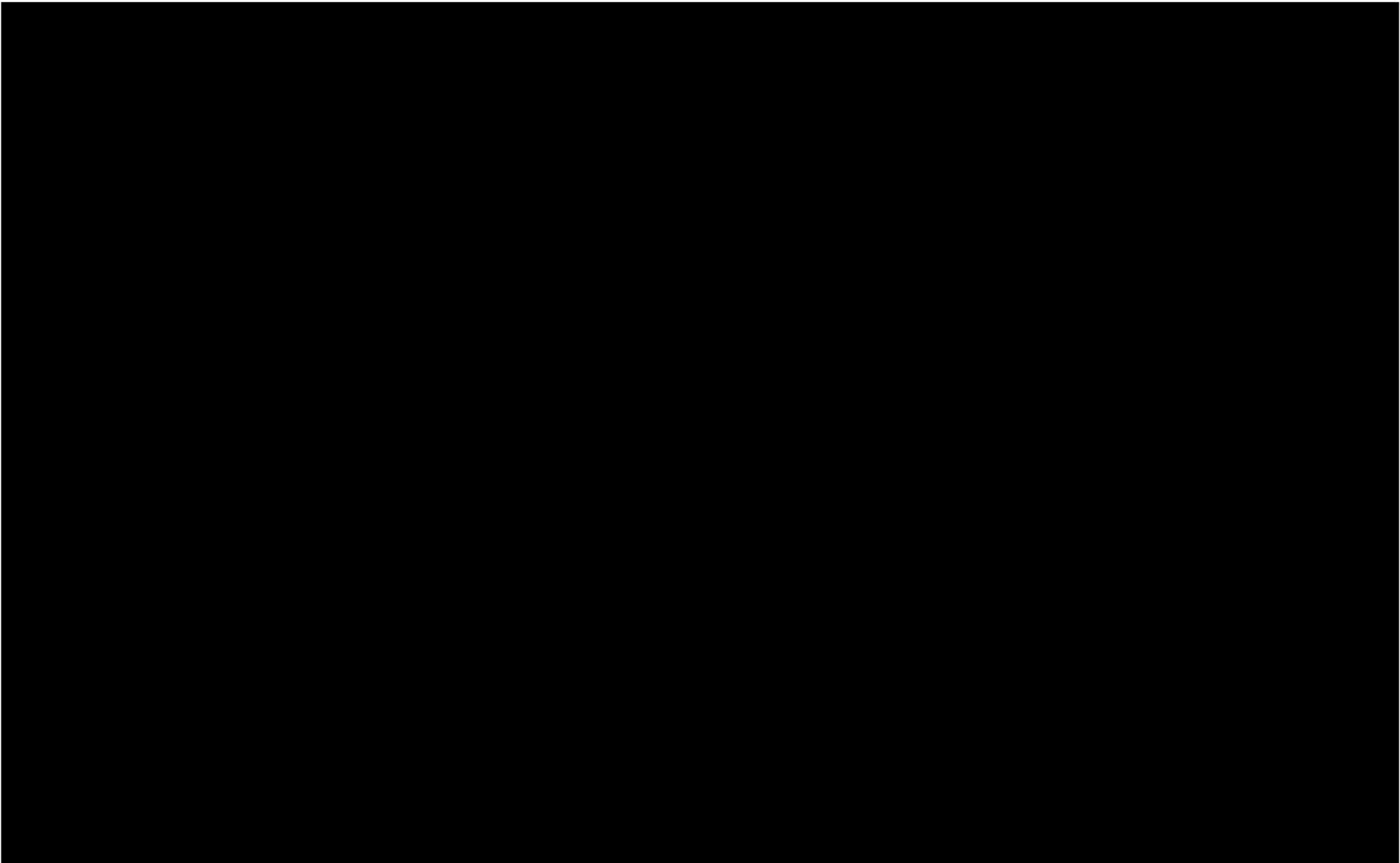


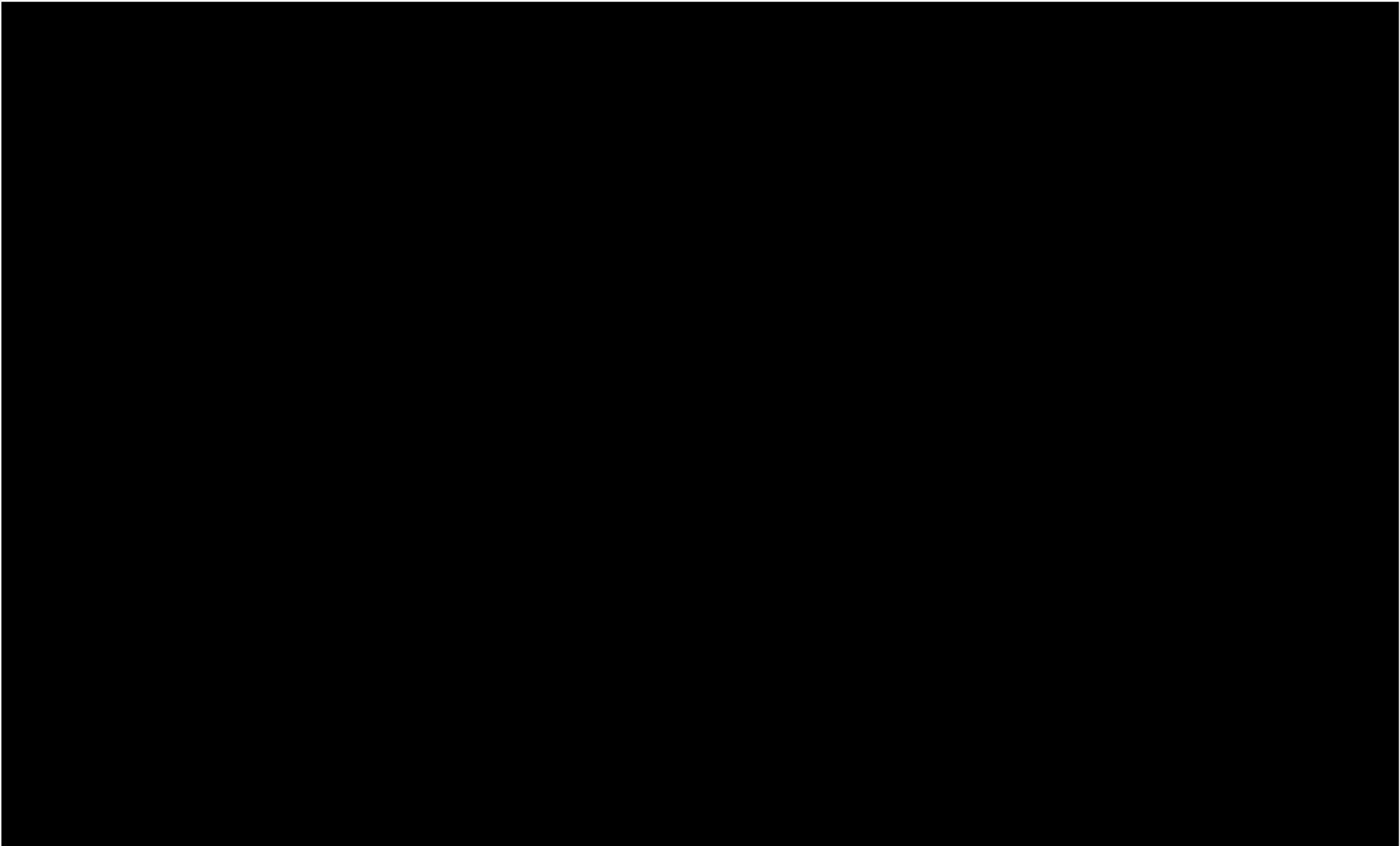


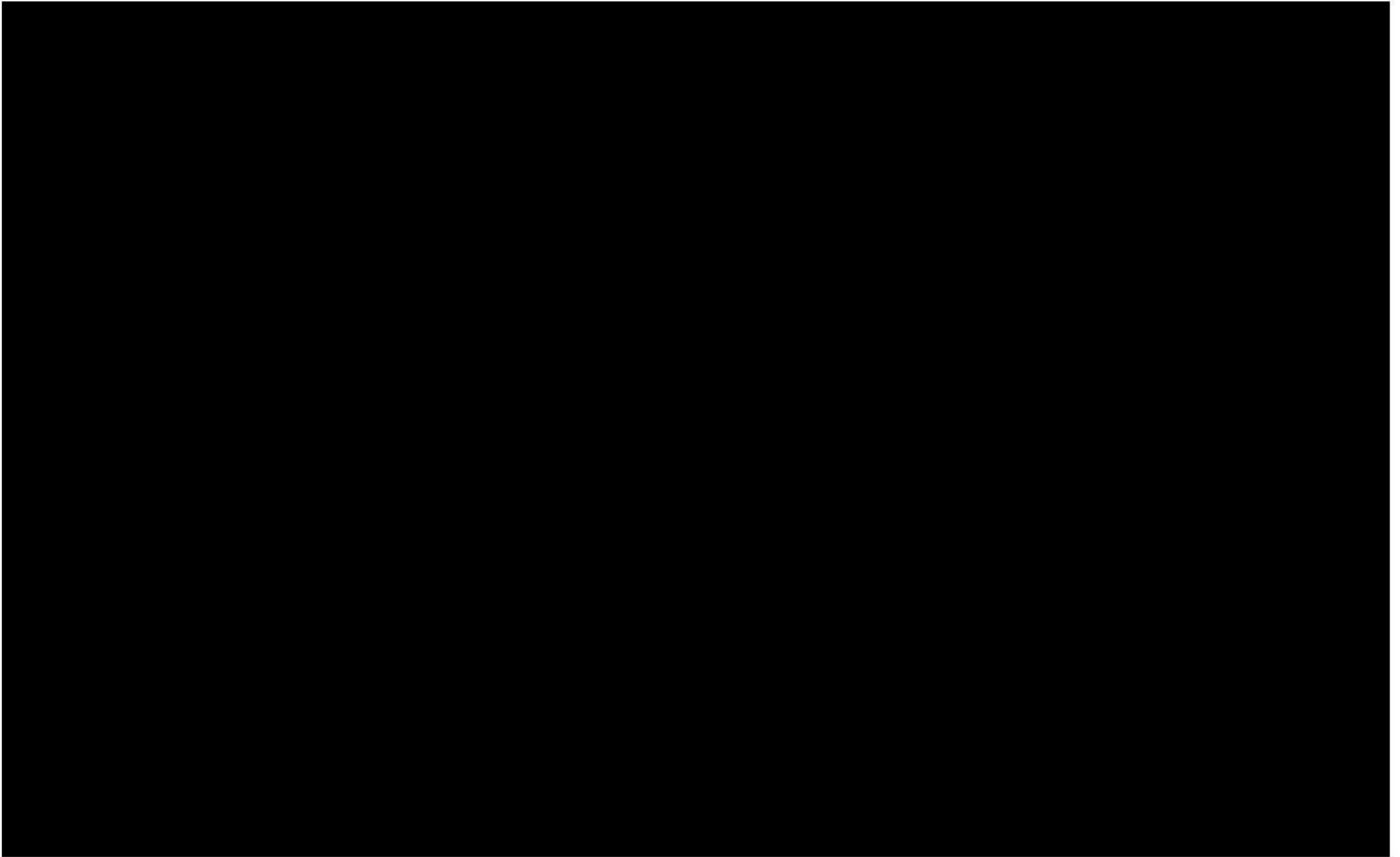


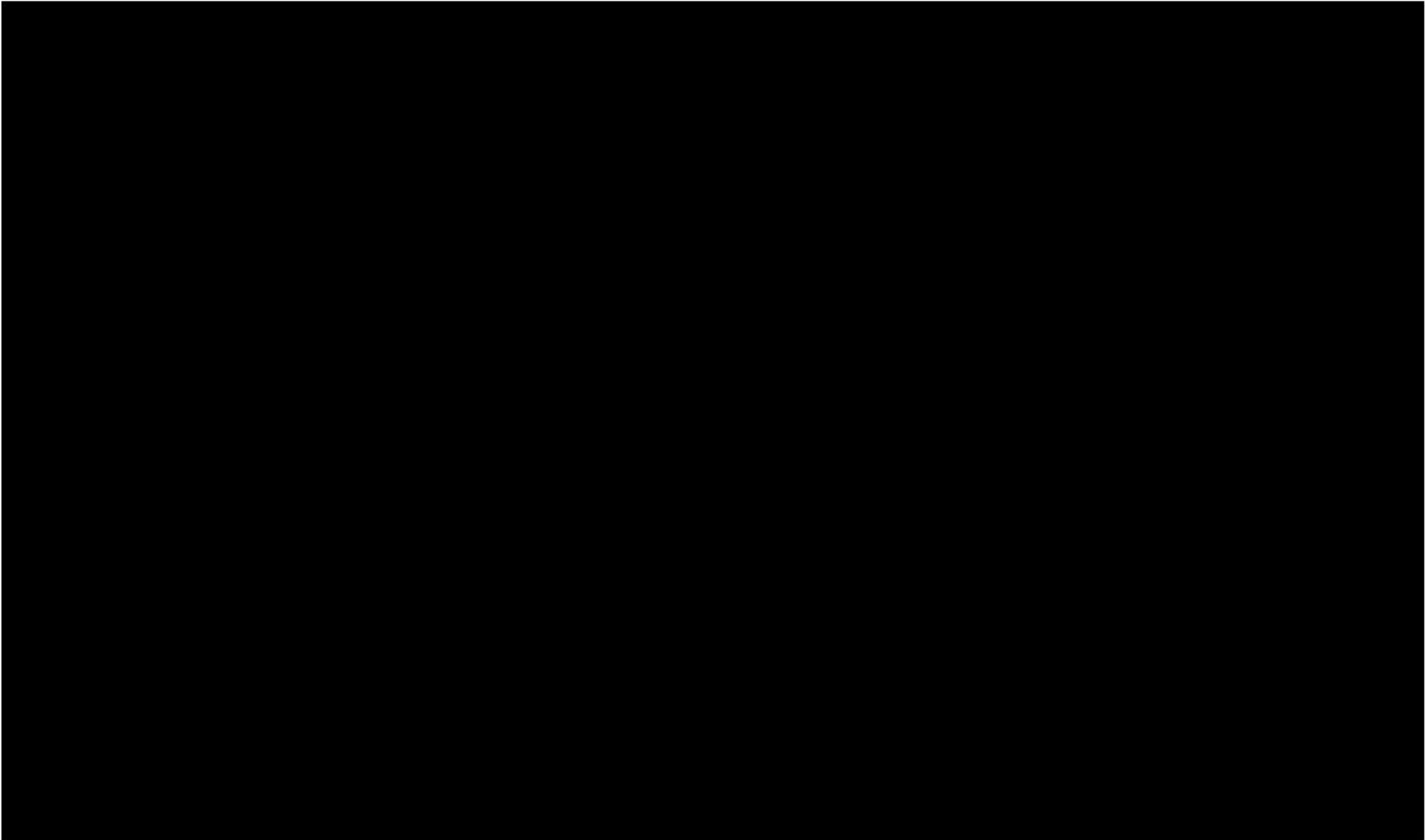


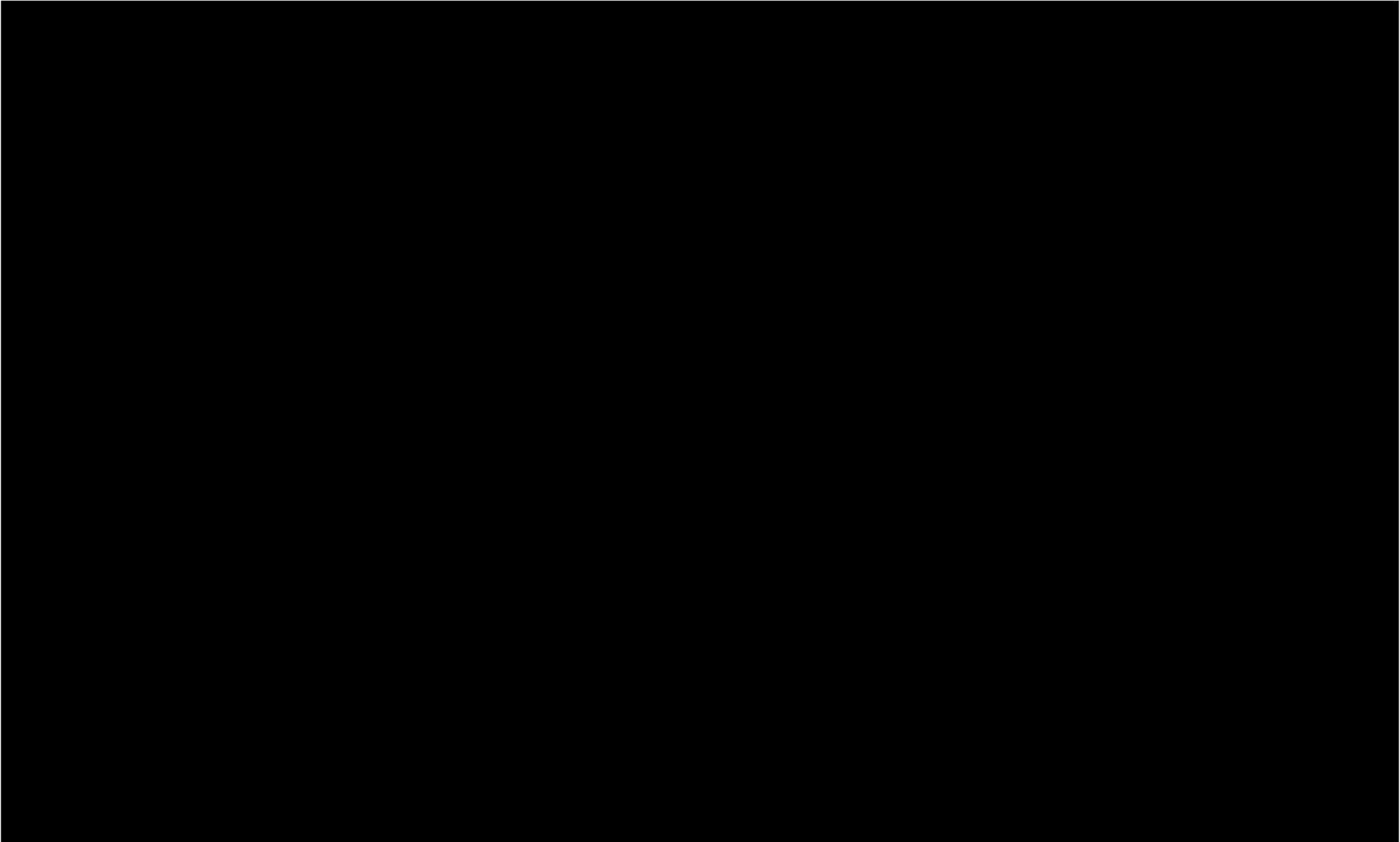


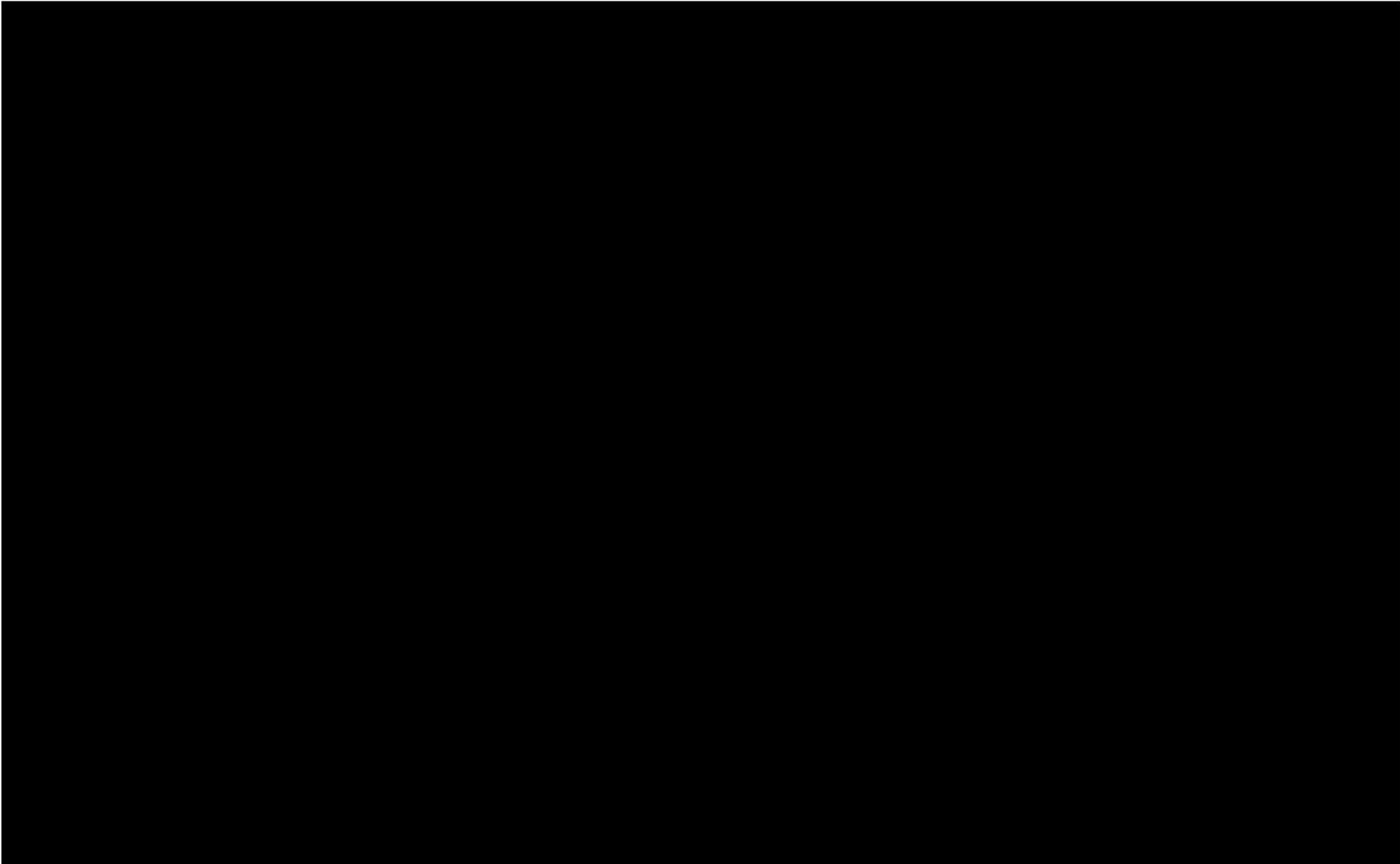


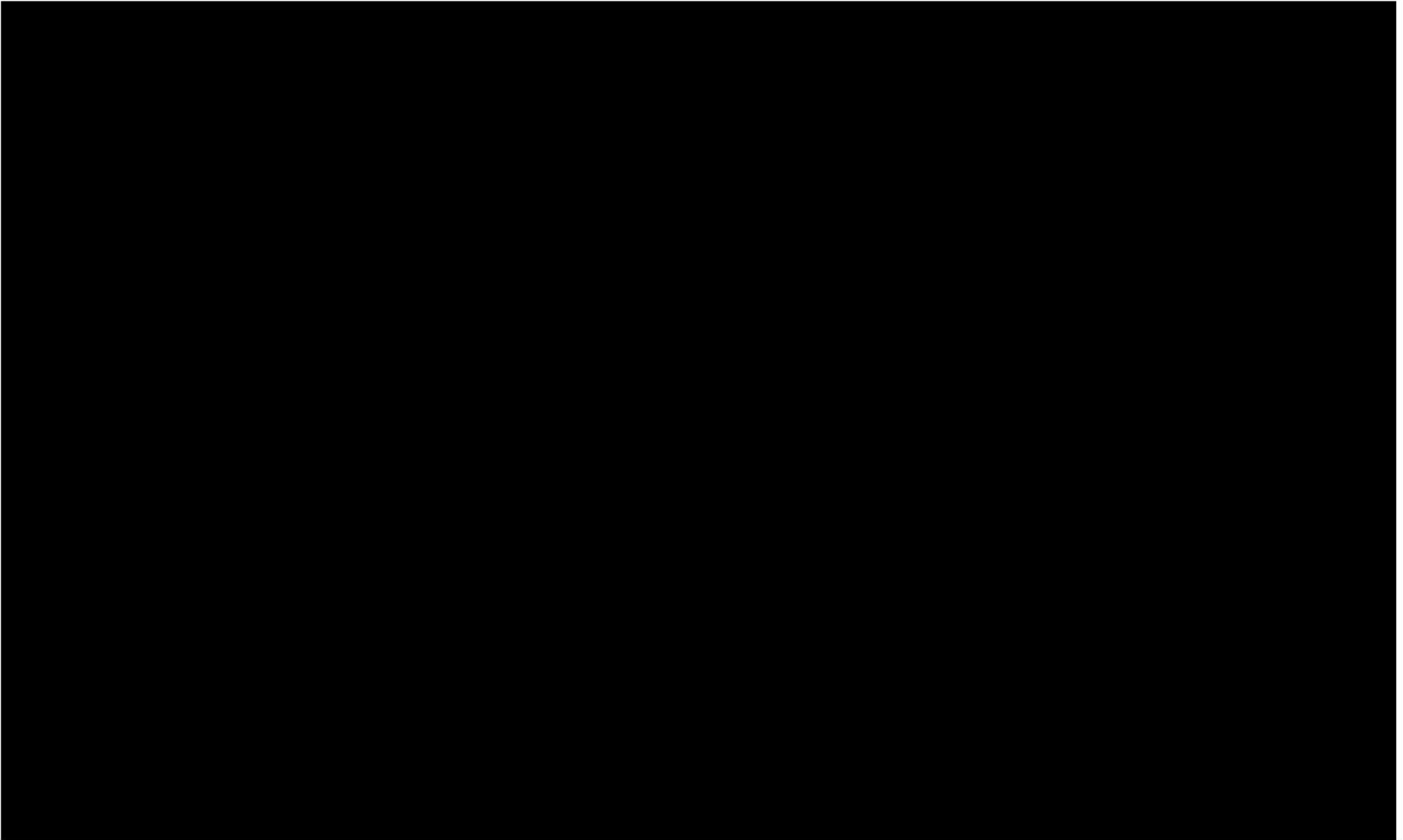












15. Call-Off Schedule 5 (Pricing Details and Expenses Policy)

1 Call-Off Contract Charges

1.1 The Supplier shall ensure:

1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables is in accordance with the Buyer's Statement of Requirements and DDaT Professional Services Target Rate Card Version 1, (Annex 2) which shall be no greater than those based on the Framework Prices set out in Framework Schedule 3 (Framework Prices) or no greater than the maximum day rates set out in RM6263 Bid-Pack Attachment 4 Pricing Template.

1.1.2 that all applicable Charges shall be calculated in accordance with the Pricing Mechanism detailed in the Order Form (and, if applicable, each SOW) using the following:

- (a) the agreed Day Rates or other rates specified in this Schedule for Supplier Staff providing the Deliverables (which are exclusive of any applicable expenses and VAT);
- (b) the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in the Order Form and, if applicable, each SOW (between the applicable SOW Start Date and SOW End Date).

1.2 Further to Paragraph 1.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed Day Rate for each Supplier Staff;
- any expenses charged for in relation to each Work Day for each Supplier Staff, which must be in accordance with the Buyer's Expenses Policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped Time and Materials or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges;

- Potential Providers shall be wholly responsible for any and all travel and Expenses; except in instances where the agreed SoW specifically articulates travel costs and expenses are recoverable.
- Any claim for travel cost and expenses should be pre agreed with the buyer and comply with the buyers Policy on Travel and Expenses at Annex 1.

Annex 1 (Expenses Policy)



Home Office Travel
and Expenses Policy 2

Annex 2 (DDaT Professional Services Target Rate Card Version 1)



DDaT Professional
Services Target Rate C

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

1 Definitions

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

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

Maintenance Schedule	has the meaning given to it in Paragraph 8 of this Schedule;
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
New Release	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
Open Source Software	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
Operating Environment	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or (c) where any part of the Supplier System is situated;
Permitted Maintenance	has the meaning given to it in Paragraph 8.2 of this Schedule;
Quality Plans	has the meaning given to it in Paragraph 6.1 of this Schedule;
Sites	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call-Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
Software	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
Software Supporting Materials	has the meaning given to it in Paragraph 9.1 of this Schedule;
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Specially Written Software	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
Supplier System	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2 When this Schedule should be used

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

3 Buyer due diligence requirements

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

5 Provision of ICT Services

- 5.1 The Supplier shall:
- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are

released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6 Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not 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.

8 Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

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

9 Intellectual Property Rights

9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2 The Supplier shall:
 - 9.1.2.1 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 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.
- 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.
- 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.

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 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.
- 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 Additional Term on Digital Deliverables

- 11.1 For the avoidance of doubt, work undertaken for the Buyer by the Supplier under this Call-Off Contract will be treated as Project Specific IPR and the Buyer will retain the IPR rights.

17.Call-Off Schedule 7 (Key Supplier Staff)

1 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 remove or replace 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 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;
 - 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 Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work;
 - 1.5.7 on written request from the Buyer, provide details of start and end dates of engagement for all Key Staff filling Key Roles under any Statement of Work.
 - 1.5.8 The following additional terms apply:
 - the Buyer reserves the right to assess any Key Staff provided to ensure that skills are commensurate with the levels specified.
 - If the specific technical skills requested for any Key Role are not at the expected SFIA level, the Supplier will be required to substitute Key Staff

or provide a training plan for upskilling (all at their cost). The Supplier is required to maintain a skills matrix for all Key Staff engaged in Statements of Work under this Call Off Contract.

- 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.

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

Definitions

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

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

2 BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days after the Start 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;
 - (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 Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5 Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6 Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

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

7 Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8 Invoking the BCDR Plan

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

9 Circumstances beyond your control

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

18. Call-Off Schedule 9 (Security)

Part B: Long Form Security Requirements

1 Definitions

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

Term	Definition
Baseline Security Requirements	are the requirements set out in Part B, Annex 1 to this Schedule;
Breach of Security	<p>means the occurrence of:</p> <p>c) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>d) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d);</p>
ISMS	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
Security Tests	tests to validate the ISMS and security of all relevant processes, systems, incident response, plans, patches to vulnerabilities and mitigations to Breaches of Security.

2 Security Requirements

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

- 2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.3.1 [REDACTED]
- 2.3.2 [REDACTED]
- 2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3 Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
- 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
- 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
- 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

- 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
- a) is in accordance with the Law and this Contract;
 - b) complies with the Baseline Security Requirements;
 - c) as a minimum demonstrates Good Industry Practice;
 - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)
 - g) complies with HMG Information Assurance Maturity Model and Assurance Framework
(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
 - h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.3 document the security incident management processes and incident response plans;
- 3.4.4 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.5 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4 Security Management Plan

4.1 Introduction

- 4.1.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- (a) be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - (b) comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d), the Security Policy;
 - (c) identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - (d) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
 - (e) unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables
 - (f) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and

procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);

- (g) demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- (h) set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- (i) set out the scope of the Buyer System that is under the control of the Supplier;
- (j) be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- (k) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable Development of the Security Management Plan.

5 Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;

- 5.2.2 updates to the risk assessments;
- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6 Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.3 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7 Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d).
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8 Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

f) as soon as reasonably practicable, provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

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

9 Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
- 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
- 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1: Baseline Security Requirements

1 Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2 End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3 Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
 - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer

4 Ensuring Secure Communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.

- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5 Security by Design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6 Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 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.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7 Restricting and monitoring access

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8 Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

- 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 - Security Management Plan

19 Call-Off Schedule 10 (Exit Management) Definitions

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

Term	Definition
Exclusive Assets	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
Exit Information	has the meaning given to it in Paragraph 3.1 of this Schedule;
Exit Manager	the person appointed by each Party to manage their respective obligations under this Schedule;
Exit Plan	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
Net Book Value	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
Non- Exclusive Assets	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
Registers	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
Replacement Goods	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
Replacement Services	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
Termination Assistance	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
Termination Assistance Notice	has the meaning given to it in Paragraph 5.1 of this Schedule;
Termination Assistance Period	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
Transferable Assets	Exclusive Assets which are capable of legal transfer to the Buyer;
Transferable Contracts	Sub- Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the

	Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
Transferring Assets	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
Transferring Contracts	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

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

- 2.1 The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.
- ("Registers").
- 2.3 The Supplier shall:
- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Call-Off Contract Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of each SOW and this Contract.

3 Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence whether this is in relation to one or more SOWs or the Call-Off Contract. (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of

any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4 Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to take into account the need to facilitate individual SOW Exit Plan provisions which shall be updated and incorporated as part of the SOW;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) prior to each SOW and no less than every **twelve (12) Months** throughout the Contract Period; and
 - (b) no later than **twenty (20) Working Days** after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10) Working Days** after the date of the Termination Assistance Notice;

(d) as soon as reasonably possible following, and in any event no later than **twenty (20) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and

- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5 Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6 Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels or KPIs, the provision of

the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;

- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels or KPIs, the Parties shall vary the relevant KPIs, Service Levels and/or the applicable Service Credits accordingly.

7 Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8 Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

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

9 No charges

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

10 Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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

1 Definitions

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

Term	Definition
Delay	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
Deliverable Item	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
Milestone Payment	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; and
Implementation Period	has the meaning given to it in Paragraph 7.1.

2 Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **[Insert number of days]** days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require;
 - 2.2.2 shall provide details on how the required Social Value commitments will be delivered through the Call-Off Contract; and
 - 2.2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 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.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
- 2.5 The Supplier shall also provide as required or requested reports to the Buyer concerning activities and impacts arising from Social Value including in the Implementation Plan.
- 2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

- 2.7 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

3 Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 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.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4 Security requirements before the Start Date

- 4.1 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 the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.

5 What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 5.1.1 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;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6 Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 6.1.1 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;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is 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 Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 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
 - 6.1.5 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).

7 Implementation Plan

- 7.1 The Implementation Period will be a [six (6)] Month period for the Call-Off Contract and for the duration of each SOW.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
- 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes 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 programmes 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 Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex 1: Implementation Plan

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
- (b) a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

- Milestone: []
- Deliverable Items: []
- Duration: []
- Milestone Date: []
- Buyer Responsibilities: []
- Milestone Payments: []
- Delay Payments: []

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

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be **[insert number of days]**.

Part B: Testing

1 Definitions

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

Term	Definition
Component	any constituent parts of the Deliverables;
Material Test Issue	a Test Issue of Severity Level 1 or Severity Level 2;
Satisfaction Certificate	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
Severity Level	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
Test Issue Management Log	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
Test Issue Threshold	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
Test Reports	the reports to be produced by the Supplier setting out the results of Tests;
Test Specification	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
Test Strategy	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
Test Success Criteria	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
Test Witness	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
Testing Procedures	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2 How testing should work

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

- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3 Planning for testing

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

4 Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
- 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5 Passing Testing

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

6 How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

- 6.2.2 a plan to make the resources available for Testing;
- 6.2.3 Test scripts;
- 6.2.4 Test pre-requisites and the mechanism for measuring them; and
- 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7 Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8 Discovering Problems

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

9 Test witnessing

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

10 Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11 Outcome of the testing

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

Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

12 Risk

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

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

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

Annex 1: Test Issues, Severity Levels

1 Severity 1 Error

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

2 Severity 2 Error

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

3 Severity 3 Error

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

4 Severity 4 Error

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

5 Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]
From: [insert name of Buyer]
[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of **[insert name of Buyer]**

20. Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

SECTION 2: BALANCED SCORECARD

1 Balanced Scorecard

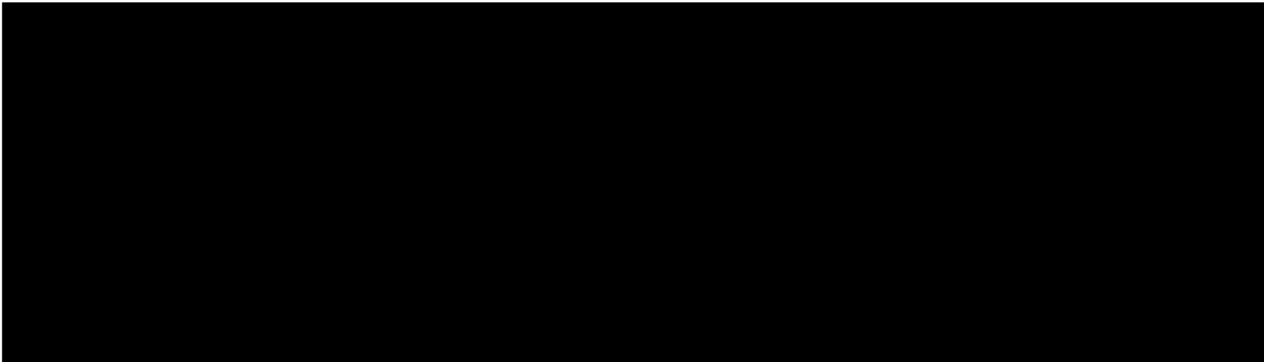
- 1.1 As an alternative to Service Levels and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.
- 1.2 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs.

A. KPI: Performance to pay process

In accordance with an agreed performance to pay process and to the extent that a payment is not being made under a Fixed Price Statement of Work, the Supplier shall submit the following 'inputs':

- accurate and complete timesheets
- details of milestones completed
- accurate and complete supplier reports
- accurate and complete invoices
- Metrics associated with the Supplier's performance against paragraph 4.8 of the Core Terms

Measurement

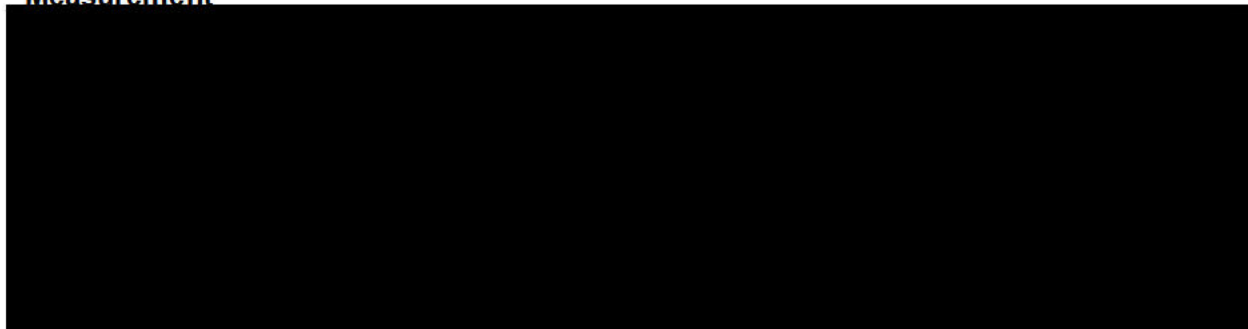


Source: Supplier Reports/Invoices

B. KPI: Quality - Service Resourcing

Services have sufficient, quality resources to meet the Planned Deliverables and contractual obligations; the Supplier pro-actively manages their resource skills by identifying issues early and in a timely manner addressing any deficits.

Measurement



Source: Project Managers and wider Buyer team's verification

Owner: To be agreed

C. KPI: Quality - Tasking Efficiency

The Supplier participates fully in the Statement of Work process and responds to requests for Service with CVs within 5 Working Days once the Supplier receives the requests from the Buyer, and Supplier, engages with the Buyer stakeholders to draft a Statement of Work. Statement of Work drafts should be of a quality that can be accepted with minimal technical changes if required. Both Parties ensuring that the resources are on-boarded following the correct Buyer processes and that resources have the appropriate skill-set to match SFIA level. Deployment of resource will be monitored as to how long it takes to roll out required resources once it's approved and variance between the forecasted start date and actual, excluding the dependencies on the Buyer Security Clearance and onboarding process.

Measurement

Source: Collective feedback on Supplier from both Buyer and other Supplier Staff

Owner: To be agreed

D. KPI: Quality - Technical Alignment

Supplier work practices align to HO processes and procedures.

Measurement



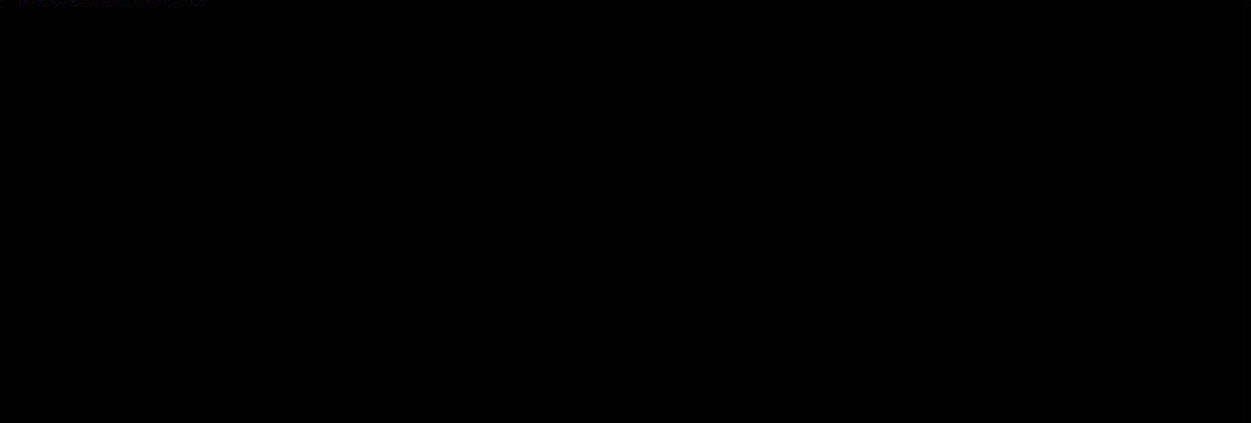
Source: Project manager and wider Buyer team

Owner: To be agreed

E. KPI: Partnering

Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner.

Measurement



Source: Collective feedback on Supplier from both Buyer and other Supplier Staff

Owner: To be agreed

F. KPI: Added Value

Supplier has promoted and delivered the added value activity agreed for each reporting period.

Measurement

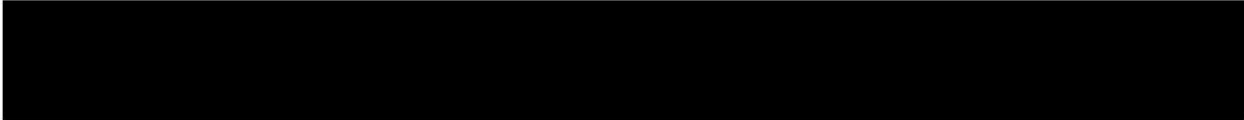


Source: Performance against Supplier Added Value activity as agreed with Buyer

Owner: To be agreed

G: KPI: Social Value

Supplier has promoted and delivered the Social Value activity agreed for each reporting period.



Source: Performance against Supplier Social Value activity as agreed with Buyer
Owner: To be agreed

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

- 2.1 The Buyer may ask for a Rectification Plan if the Supplier:
 - 2.1.1 fails to meet any of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least 3 occasions within a 12-Month rolling period
 - 2.1.2 demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the 7 KPI targets listed on the Balanced Scorecard, on at least 3 occasions within a period of 3 Months.
- 2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

3 Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Buyer shall provide the Supplier with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard 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 which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:
 - 3.2.1 for each KPI, the actual performance achieved over the relevant period;
 - 3.2.2 a summary of all failures to achieve KPIs that occurred during that period;
 - 3.2.3 details of any failures of KPIs across the Call-Off Contract and, if applicable, one or more SOW;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 3.2.5 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, format 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 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 for any specified period.

4 Satisfaction Survey

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.

21.Call-Off Schedule 15 (Call-Off Contract Management)

1 SOW Management

1.1 For each contracted SoW the Supplier and the Buyer shall appoint an owner for whom the provision of the Services and the Deliverables shall be managed day-to-day.

1.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

1.3 The Parties agree to operate as set out in the SoW.

2 Role of the Supplier Contract Manager

- 2.1 The Supplier's Contract Manager's shall be:
 - 2.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 2.1.2 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 Contract Manager's responsibilities and obligations;
 - 2.1.3 able to cancel any delegation and recommence the position himself; and
 - 2.1.4 replaced only after the Buyer has received notification of the proposed change.
- 2.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 2.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations, or liabilities under the Contract.

3 Role of the Contract Management Board

- 3.1 The Contract Management Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 3.2 The Contract Management Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Annex A below.
- 3.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing 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.
- 3.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Contract Management 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.
- 3.5 The purpose of the Contract Management Board meetings will be to review the Supplier's performance under this Contract using the reports detailed in Annex B. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

4 Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

- 4.4 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

Annex A: Contract Management Board

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Strategic Governance (Contract Management Board)

A monthly meeting will take place between the Buyer 'Supplier Head of Role', Buyer SCS Cluster Sponsor, and representative from the Buyer Chief Operating Officer to discuss the overall portfolio of work and demonstration of value for money. The monthly meeting must be attended by the Supplier account director. Either party may call in the attendance anyone from the Supplier team to support the discussion.

Localised Governance

May include (but not limited to) attendance at community events that support the development of the profession within the Home Office, Head of Role management boards, and commercial meetings as necessary.

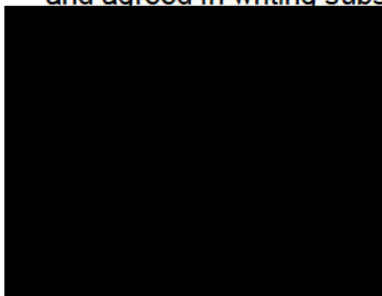
The Parties shall ensure that, as part of regular governance forums, the Parties discuss the following:

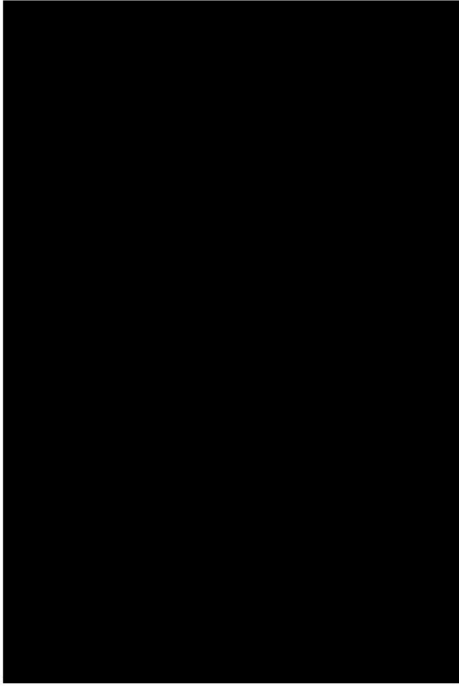
- a) As required, the Buyer shall provide updates and confirmation of its sponsorship and expediting of any security clearance requests made by the Supplier for new or existing Supplier Staff.
- b) To the extent reasonably known, the Buyer will provide a forward view of demand for Statements of Work to enable resourcing and supply chain engagement.
- c) As required, the Buyer shall provide updates and confirmation of its sponsorship and expediting of the provision of access and Buyer Equipment to Supplier Staff.
- d) The Buyer will inform the Supplier of any specific legal or regulatory requirement that apply or may apply to the Buyer and may impact on the Supplier's ability to provide the Services as set out in Statements of Work.
- e) The Buyer will inform the Supplier of any specific Government Data that may apply or become involved in the delivery of this Call-Off Contract and its Statements of Work.

Annex B: Contract Management Reports

Commercial Rhythm

The following Commercial Rhythm Diagram is draft structure, which will be amended by the Parties and agreed in writing subsequent to the Start Date:





22. Call-Off Schedule 16 (Benchmarking)

1 Definitions

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

Term	Definition
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 Benchmark 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 Benchmark Rates are within the Upper Quartile; and
Upper Quartile	in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark 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.
- 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;
 - (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.
- 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).

23. 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.

1. 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.

Refer to **Annex A** for details of the required Services.

The anticipated Services to be provided by the Supplier pursuant to this Call Off Contract are set out in **Annex A**. The actual Services to be provided by the Supplier pursuant to this Call Off Contract shall be set out in the applicable SOW(s) which shall be agreed between the Parties in accordance with the following SOW process:

2. SOW process

Generating SoW at high level

- The Buyer shall draft the initial SoW.
- The Buyer will send the initial draft SoW to the HOR (Head of Role) and Buyer commercial team for review. Once the HOR and commercial team reviews the SoW, the draft SoW will be shared with the Supplier.
- The Supplier will review the requirements under the SoW and complete the Charges and, where necessary, elaborate upon the scope of Services.
- The SoW will be reviewed by both Parties jointly and once agreement is reached with regard to the scope, Charges and any other points within the SoW, the Parties will agree the final SoW.
- The Buyer cost category lead will approve the spend under the SoW
- The final and agreed SoW will be approved and signed by both Parties.

Commencement of SoW

- The Buyer will handle SC clearance, application or transfer, and any other onboarding requirements
- The Buyer will raise the necessary Purchase Order (PO) for the Supplier to commence the work within the agreed 10 Working Days of SoW signature.

3. Worker Engagement Status where an IR35 Consideration Exists

The Buyer has determined a consideration of IR35 exists. This Call-Off Contract is for the Resource driven Services, with outcome/output or product-based deliverables detailed in each SoW and will be operated as follows:

Prior to the Supplier engaging, replacing, or substituting any Supplier Staff, the Supplier shall: ensure and confirm to the Buyer that it can continue to deliver the services using personnel who:

- Are on-payroll employees of the provider; and/or
- Are on-payroll employees of any Subcontractor; and/or
- In the case of independent contractors/associates etc. will operate via a FCSA accredited Umbrella Company/PAYE provider for the entire period of the Statement of Work and/or Call-Off Contract (as appropriate)
- with full PAYE and NICs deducted for such Supplier Staff at source and therefore may be considered to fall outside of the IR35 “Off Payroll Working Rules”, so as not to

breach the terms of the Framework.

Annex A

The following is a direct copy of the Statement of Requirements. The specific requirements against which the Supplier will be required to deliver will be set out in each Statement of Work.

Central UCD Services (C24259)

Attachment 3 – Statement of Requirements

Digital Outcomes 6 (RM1043.8)

Version: V0.01

Date: June 2023

1. Background to the Contracting Authority

- 1.22 The Home Office is the government department responsible for border control, immigration, passport issuance, policing, fire services, counter-terrorism and drugs policy. The Home Office IT estate:
- 1.22.1 Supports over 48,000 users across the UK.
 - 1.22.2 Delivers more than 2,500 applications over 300 systems, hosted across cloud services, private cloud services and multiple data centres.
 - 1.22.3 Operates in a range of separate security domains.
 - 1.22.4 Is currently run by a combination of in-house delivery teams and Managed Service Providers.
- 1.23 Many of these services support critical national functions and contain sensitive public information. The Home Office is seeking to transform the Digital, Data, and Technology (DDaT) Directorate to drive benefits in terms of both operational effectiveness and efficiency.
- 1.24 The Home Office DDaT Vision, Mission and Objectives are shown below.



- 1.25 Further information about the Home Office can be found on:

Link - <https://www.gov.uk/government/organisations/home-office>

2. Context

- 2.22 Home Office DDaT strategy 2024 is central to all our transformation efforts. It sets the direction for how we will deliver better services and organise our technology and data estate more efficiently. User Centred Design services support and help execute this strategy and aligns everything they do with the strategy.

- 2.23 This contract opportunity is to find a strategic partner to provide User Centred Design Services to support us in building a DDaT wide capability on top of our successful delivery model, a hybrid of Waterfall and agile.
- 2.24 Home Office owns and directs its user centred design through civil servant professionals, but the variety and fluctuation in demand is such that the flexibility afforded by supplementary service arrangements are invaluable.
- 2.25 This is an element in our long-term change programme, which is leading the transformation DDaT in support of our digital future. This work specifically supports improvements in our resourcing approach and better alignment of user centred design work to the DDaT profession and preferred methodologies. These changes are being put in place to provide technology which:
- Is accessible and aligned to user needs
 - Can be built and maintained more cost effectively
 - Enables a data driven organisation
 - Allows more rapid iteration
- 2.26 This work must contribute to the evolution of our delivery against these goals.
- 2.27 All DDaT procurements align with the objectives of the Optimus programme and the DDaT vision the supplier is required to adopt the Optimus Friendly Principles.

3. Our Strategy

- 3.22 Our technology strategy identifies a number of goals for the Home Office technology delivery:
- Building Technology Foundations; through Technology Convergence and Shared Technology Products
 - Becoming Product and Data Centric
 - Pivoting to Digital Delivery and Innovation; through Effective Delivery and Effective Innovation
- 3.23 These elements form the core of our evolution, and we want to spread industry leading best practice across DDaT.
- 3.24 This further competition for Central User Centred Design Service is to provide a more strategically aligned managed service resource pool which will be able to provide specialist resources to primarily support better alignment of user centred design capabilities across the department.
- 3.25 This service will sit alongside new resourcing processes which are being developed under DDaT change programmes – these will be applied and enforced through various functions to allow resourcing decisions to be made with a “whole DDaT” view. This contract is a key component in our “whole DDaT” view of User Centred Design services. However, there may be occasions where the Home Office looks outside of this contract for similar services.

4. Working With Others

- 4.22 The Supplier will be undertaking these activities in a multi-disciplinary / multi-vendor environment. The contracted Supplier will develop strong collaborative working relationships with the existing Home Office DDaT portfolio teams (and other areas of the

Home Office that require UCD services) and with the other suppliers supporting Home Office DDaT with whom the supplier will work.

- 4.23 It is expected that that Supplier shall participate in agreed planning events that determine delivery scope. However, it is recognised in an agile environment that change will happen so all changes to scopes of work will need to be captured in Work Instructions.
- 4.24 The Home Office is building up our own UCD capability; this arrangement needs to support this and achieving a balanced community.

5. Required Behaviours

- 5.22 The Supplier will be expected to embody an open and positive approach, supporting the Home Office in:
 - 5.22.1 Progressing the DDaT profession, understanding all roles and helping to build our community;
 - 5.22.2 Working and assessing to appropriate standards: for instance, accessibility, the GDS service standard and our own community practices; and
 - 5.22.3 Improving our skills and approaches as well as keeping up to speed with the UCD landscape.
- 5.23 These behaviours will be required of all technical staff, regardless of their engagement terms. In addition, these roles are expected to display a number of key behaviours:
 - 5.23.1 Exhibit leadership across all roles, as appropriate. This will be expected to sit alongside core work delivering user centred design services as appropriate;
 - 5.23.2 Strong teamwork, which must cross organisational boundaries;
 - 5.23.3 An attitude of continuous improvement - evangelising for user centred design across the Home Office; helping to improve and embed our product centric and user centred design approach across all portfolios;
 - 5.23.4 Joining our DDaT Professions, in this case the User Centred Design community. Expecting a proportion of your time to be engaged in community-focussed events and the mentoring of other staff, actively encouraging and supporting the onboarding of civil servant resources;
- 5.24 We will also require all work undertaken to be in consideration of (and adhere to, where appropriate) our profession standards, particularly around:
 - 5.24.1 Home Office Research Ethics standards.
 - 5.24.2 Home Office User Centred Design standards.
 - 5.24.3 Specific standards for each programme/product, for instance covering quality, lifecycle or cost controls;
 - 5.24.4 Actively supporting assurance activities such as Service Assessments, Peer Reviews and Ethics Board

- 5.24.5 Making work available for assurance purposes, such as peer review and design crits, and, as necessary, any other ad-hoc audit/engagement work.

6. Dependencies and Assumptions

- 6.22 The Home Office requires the Supplier to:
 - 6.22.1 Provide details of any dependencies upon the Home Office that would impact successful achievement of milestones detailed in this document which, when accepted, will form part of the contract.
 - 6.22.2 Provide details of the impact, including commercial impacts, if any dependency is not met.
 - 6.22.3 Participate in the active management of dependencies during delivery.
 - 6.22.4 State any assumptions made in respect of the Service.
 - 6.22.5 State the impact, including the commercial impact, of any assumption being incorrect.

7. Strategic Requirements

- 7.22 The Supplier will be responsible for providing strong user centred design leadership capability to:
 - 7.22.1 Drive ongoing innovation and continuously look to industry improvements to increase value delivered by the products.
 - 7.22.2 The main purpose of this capability is to ensure that key UCD skills and expertise are retained within Home Office DDaT in a way that allows growth of the department's UCD capability.
 - 7.22.3 The Supplier will actively encourage and support the onboarding of civil servant UCD resources into the CTO and portfolio teams, offering support and training to those resources as agreed with the Home Office.

8. User Centred Design Capabilities

- 8.22 This service is intended to enable the Home Office to scale their user centred design capabilities to meet demand. The supplier will be required to deliver appropriate services at pace and scale to meet these needs.
- 8.23 This section outlines the different roles required under this contract, the skills expected for each role and the SFIA level of each role.
- 8.24 There is no requirement for Graduate, above SFIA 5 or below SFIA 3 level resources under this arrangement.
- 8.25 The main SFIA levels needed are SFIA 4 and 5 – we rarely require resources at SFIA3 level.

8.26 Role Outlines for the type of roles under this service are identified below. Please note that these are generic role descriptions. Any additional specific technical skills or responsibilities will be identified in the SOW. These will be defined with the supplier, as necessary.

8.27 Essential Skills for User Centred Design roles

8.27.1 Essential Skills for User Research roles

8.27.1.1 User Researcher (SFIA 3)

- (a) understanding and applying a range of user research methods correctly for different life cycle phases
- (b) clearly articulating to stakeholders the benefits of taking a user-centred approach, based on evidence
- (c) applying ethical research standards and practices to ensure the safeguarding and wellbeing of participants and researchers
- (d) researching diverse audiences to deliver accessible and inclusive digital services
- (e) managing, executing and analysing usability testing to deliver valuable user insights that inform decisions
- (f) communicating research findings in a clear and engaging way that drives change.

8.27.1.2 Senior User Researcher (SFIA 4)

- (a) understanding and applying a range of user research methods correctly for different life cycle phases, and advising others on these methods
- (b) communicating insights from research in a clear and impactful way that drives change in the design of services and informs policy and proposition
- (c) establishing an effective user centred design culture in a team, and supporting them to embed user centred design practices into their agile workflow
- (d) -convincing senior stakeholders about the benefits of adopting a user-centred approach, based on evidence
- (e) establishing and applying ethical research standards and practices to ensure the safeguarding and wellbeing of participants and researchers.
- (f) researching diverse audiences to help teams deliver accessible and inclusive digital services

8.27.1.3 Lead/Principal User Researcher (SFIA 5)

- (a) understanding organisational strategy and objectives, aligning user research activity across multiple projects simultaneously and adapting to changing priorities
- (b) advising on the application of appropriate user research methods across different life cycle phases, as well as extensive hands on experience in applying these methods
- (c) establishing an effective user centred design culture in an organisation, convincing senior stakeholders of the value of user research and embedding user centred design practices into a team's agile workflow

- (d) building and leading a team of researchers that work across a range of services, and assuring the quality of their research
- (e) driving the standards for ethical research standards and practices to ensure the safeguarding and wellbeing of participants and researchers
- (f) researching diverse audiences to help teams deliver accessible and inclusive digital services

8.27.1.4 Head of User Research (SFIA 5)

- (a) understanding organisational strategy and objectives, aligning user research activity across multiple projects simultaneously and adapting to changing priorities
- (b) advising on the application of appropriate user research methods across different life cycle phases, as well as extensive hands on experience in applying these methods
- (c) establishing an effective user centred design culture in an organisation, convincing senior management of the value of a user-centred, evidence-based approach to influence organisational strategy and priorities
- (d) building and leading a community of User Research specialists that work across a range of services or programmes of work, and assuring the quality of their research
- (e) defining the standards for ethical research standards and practices to ensure the safeguarding and wellbeing of participants and researchers
- (f) researching diverse audiences to help teams deliver accessible and inclusive digital services

8.27.2 Essential Skills for Interaction Design Roles

8.27.2.1 Interaction Designer (SFIA 3)

- (a) Talking about design and ideas in a way that other people understand
- (b) Understanding how the internet works and the technology constraints that may need to be considered in design
- (c) using your extensive knowledge of visual and interaction design to create usable, accessible and responsive user interfaces
- (d) running workshops, participating in discussions and assisting in the facilitation of the design of the service through collaboration with other professions
- (e) understanding user needs, participating in research activities and interpreting user research to inform design
- (f) Sketching, concept creation and designing prototypes at different levels of fidelity, including coding interactive prototypes using the GOV.UK Prototyping kit

8.27.2.2 Senior Interaction Designer (SFIA 4)

- (a) coaching and mentoring other interaction designers, growing skills, and providing constructive feedback on work

- (b) talking about, and advocating for user-centred design to various audiences and stakeholders, in a way that other people understand
- (c) Understanding how the internet works and the technology constraints that may need to be considered in design
- (d) using your extensive knowledge of visual and interaction design to create usable, accessible and responsive user interfaces
- (e) running workshops, leading discussions and facilitating the design of the service through collaboration with other professions
- (f) understanding user needs, participating in research activities and interpreting user research to inform design
- (g) Sketching, concept creation and designing prototypes at different levels of fidelity, including coding interactive prototypes using the GOV.UK Prototyping kit

8.27.2.3 Lead/Principal Interaction Designer (SFIA 5)

- (a) leading and motivating a high-performing interaction design team within a supportive, collaborative and inclusive environment
- (b) coaching and mentoring team members, growing skills, and providing constructive feedback on work
- (c) clearly communicating with a range of audiences and stakeholders to advocate for user-centred design and explain design decisions to senior management
- (d) understanding the landscape of technology and its impact on society and government in order to translate and define this in the context of the organisation
- (e) using your extensive knowledge of visual and interaction design to create usable, accessible and responsive user interfaces. interpreting evidence to inform decisions

8.27.2.4 Head of Interaction Design (SFIA 5):

- (a) leading and motivating a high-performing interaction design team within a supportive, collaborative and inclusive environment
- (b) coaching and mentoring team members, growing skills, and providing constructive feedback on work
- (c) applying a strategic approach to interaction design across an organisation and clearly communicating and advocating for user-centred design with a range of audiences and stakeholders
- (d) understanding the landscape of technology and its impact on society and government in order to translate and define this in the context of the organisation
- (e) using your extensive knowledge of visual and interaction design to create usable, accessible and responsive user interfaces. interpreting evidence to inform decisions

8.27.3 Essential Skills for Content Design

8.27.3.1 Content Designer (SFIA 3)

- (a) scoping, writing and editing user-centred content to ensure it's accurate, timely, relevant, accessible and written to style
- (b) using analytics, feedback and research to inform content decisions
- (c) clearly articulating the benefits of adopting an accessible, user-centred design approach to stakeholders and team members
- (d) managing rapidly changing deadlines, workloads and goals
- (e) presenting your ideas clearly and convincingly, both verbally and in writing
- (f) providing constructive feedback on other designer's work to support their professional development

8.27.3.2 Senior Content Designer (SFIA 4)

- (a) scoping, writing and iterating accessible, user-centred content for digital services
- (b) using data and research to identify user needs, challenge assumptions and inform strategic decisions
- (c) identifying and engaging with stakeholders to understand business needs and clarify constraints
- (d) designing evidence-based solutions to complex problems, using prototypes to share and test design proposals
- (e) convincing stakeholders and team members about the benefits of adopting a user-centred design approach that prioritises accessibility and inclusion
- (f) working autonomously in an Agile, multidisciplinary team - managing tight deadlines under pressure

8.27.3.3 Lead/Principal Content Designer (SFIA 5)

- (a) managing and mentoring high-performing Content teams, providing them with guidance, training and constructive feedback within a supportive, collaborative and inclusive environment
- (b) acting autonomously and with authority, while dealing effectively with changing priorities and deadlines
- (c) persuading stakeholders to adopt a user-centred, evidence-based approach by presenting information and arguments clearly and convincingly, both verbally and in writing
- (d) scoping, writing, editing and managing user-centred content for a range of platforms, tools and transactional services
- (e) understanding the wider implications and long-term impact of business issues and activities
- (f) developing and embedding content standards, guidelines and processes that promote quality, consistency and best practice

8.27.3.4 Head of Content Design (SFIA 5)

- (a) scoping, writing, editing and managing user-centred content for a range of platforms, tools and transactional services
- (b) convincing stakeholders of the value of content design and the benefits of adopting a user-centred, evidence-based approach

- (c) leading and motivating a high-performing Content Design team within a supportive, collaborative and inclusive environment
- (d) defining and implementing content standards, guidelines and processes that promote quality, consistency and efficiency
- (e) acting autonomously and with authority, while dealing effectively with changing priorities and deadlines
- (f) coaching and mentoring team members, growing skills, and providing constructive feedback on other designers' work

8.27.4 Essential Skills for Service Design

8.27.4.1 Service Designer (SFIA 3)

- (a) Analysing where services are poor, fail to reach desired outcomes or are inefficient, and identify root causes for that.
- (b) Understanding the existing supporting system of a service and designing targeted improvements to that system to accommodate the new service - both digital and process based
- (c) Identifying opportunities for cost reduction and improvement within an existing service
- (d) Understanding user needs, identifying where separate interactions with government should act as one service that meet that need.
- (e) Arranging separate interactions into rational user journeys within that service, creating and rapidly iterating service prototypes to communicate the design to stakeholders.
- (f) Considering the needs of diverse audiences to ensure teams design accessible and inclusive digital services

8.27.4.2 Senior Service Designer (SFIA 4)

- (a) Tackling complex problems, understanding the wider systems they sit within and maintaining focus on both the details and the big picture
- (b) Considering and working with the different materials of a service, including policy, processes, people, technology or infrastructure, front or backstage, across any channel or touchpoint
- (c) Structuring and managing the design process, framing problems and identifying measurable target outcomes to align effort and build consensus.
- (d) Designing evidence-based solutions that balance simplicity, effectiveness, efficiency and the wide-ranging needs of the people affected by them, while working creatively within constraints
- (e) Designing in a multidisciplinary environment, working effectively with, and constructively influencing, a wide range of stakeholders.
- (f) Facilitating engaging workshops to help diverse groups align, explore, ideate, prioritise or make decisions
- (g) Effectively communicating information and ideas across organisational and technical boundaries, using diagrams, prototypes and written narratives to make concepts easier to understand and work with.

- (h) Considering the needs of diverse audiences to ensure teams design accessible and inclusive digital services

8.27.4.3 Lead/Principal Service Designer (SFIA 5)

- (a) Developing strategy for, and leading the design and implementation of, solutions to complex problems. Directing the evaluation of strategies and policies to ensure business outcomes are being met.
- (b) Working with the different materials of a service, and applying strategic thinking to provide the best service for the end user and are confident marrying business needs with innovative analysis.
- (c) Influencing, challenging and coaching, to achieve the right outcomes. Able to structure and manage the design process and can make and justify decisions characterised by high levels of risk, impact and complexity, and build consensus.
- (d) Designing evidence-based solutions, able to work with and challenge senior stakeholders to advocate for the user. Prioritising and mitigating constraints and adapting the approach accordingly.
- (e) Communicating confidently with stakeholders at all levels and mediating between people as required. Managing stakeholders' expectations and facilitating discussions under constrained timescales.
- (f) Leading workshops and fostering collaboration within diverse groups. Actively networking with others to gain consensus and momentum around decisions.
- (g) Communicating complex information and ideas effectively across organisational and technical boundaries to stakeholders at all levels.
- (h) Considering the needs of diverse audiences to ensure teams design accessible and inclusive digital services

8.27.4.4 Head Of Service Design (SFIA 5)

- (a) Developing strategy for, and leading the design and implementation of, solutions to complex problems. Analysing failure within a service and identifying root causes for that failure, as well as directing the evaluation of strategies and policies to ensure business outcomes are being met.
- (b) Providing service design leadership and direction and contributing more widely to the future of service design across an organisation. Working closely with other organisations to ensure a cohesive approach to service design.
- (c) Influencing, challenging and coaching, to achieve the right outcomes. Changing organisational structures to fixable and sustainable designs. Leading on the strategy for a whole organisation, marrying business needs with innovative analysis, and building consensus between organisations and stakeholders.
- (d) Providing leadership and line management to a team, overseeing recruitment and growing skills and capability.
- (e) Prioritising the needs of users and using this insight to underpin and drive work. Designing systems for use across

multiple services and identifying the simplest approach to take forward.

- (f) Leading discussions at a senior departmental level to successfully negotiate policy and legislative change to support new services. Working with other specialists to design and create organisational or financial structures that support the delivery of new services.
- (g) Raising awareness and visibility of work, mentoring and coaching individuals and service teams, supporting education including inductions, training and workshops. Has strong mediation to skills to solve and unblock issues between teams or departments at the highest level.
- (h) Communicating complex information and ideas effectively across organisational and technical boundaries to stakeholders at all levels.
- (i) Considering the needs of diverse audiences to ensure teams design accessible and inclusive digital services

8.27.5 Essential Skills for Accessibility roles

8.27.5.1 Accessibility Consultant (SFIA 3)

- (a) making recommendations to avoid or resolve accessibility issues, and contribute to the development of policies and standards
- (b) understanding and explaining the ways people with access requirements, need to use services and things that help/hinder them
- (c) interpreting the Web Content Accessibility Guidelines 2.0/1
- (d) creating and executing plans for testing services for compliance with accessibility standards, plus consideration of wider equality requirements
- (e) applying a thorough knowledge of assistive hardware/software and activities related to accessibility testing
- (f) writing and communicating in a clear and simple way

8.27.5.2 Senior Accessibility Consultant (SFIA 4)

- (a) assessing and analysing a situation to make informed, practical and evidence-based recommendations that will avoid or resolve accessibility and inclusion issues, and contribute to the development of policies and standards
- (b) using expert knowledge to understand and explain the ways people who have access needs or a digitally excluded need to use services and things that help/hinder them
- (c) interpreting the Web Content Accessibility Guidelines (WCAG) and other good practices, and applying them to web pages and other formats such as apps and electronic/printed documents
- (d) creating and executing plans for testing services for compliance with accessibility standards using manual testing, automated tools and assistive technology on a range of devices, plus consideration of wider equality requirements
- (e) liaising with suppliers and managers as well as designers and developers, from the start of projects, to understand their

circumstances, then pragmatically advising on appropriate steps to take and any consequences of not meeting equality expectations

- (f) managing and mentoring team members, providing them with guidance, training and constructive feedback

8.27.5.3 Head of Access Needs and Inclusion (SFIA 5)

- (a) building and leading a team of specialists, growing skills and directing the work of others to ensure team output is of a consistently high quality
- (b) setting direction - making decisions, evaluating impact and contributing to strategic discussions at a senior level
- (c) understanding and explaining the ways people who are digitally excluded or have access requirements, need to use services - things that help/hinder them
- (d) establishing, promoting and applying accessibility standards and other good practice guidance for inclusive digital services
- (e) helping digital teams to build services that meet the needs of users who are digitally excluded or have access needs
- (f) applying a thorough knowledge of assistive hardware/software and activities related to accessibility testing

9. Other Requirements

- 9.22 We expect participation and support to all ceremonies and other project/programme management meetings, including any community meetings agreed.
- 9.23 We expect provision of appropriate management information and reporting (see 'Reporting').
- 9.24 Restrictive covenants shall not apply to sub-contracted resources on expiry of the Call Off Contract.
- 9.25 Supplier will be required to provide sub-contractor supply chains data information. This information shall include the margin you and any sub-contractors apply when using sub-contractors (this includes anyone not employed directly by your organisation).
- 9.26 See Section 7 for role titles & guideline SFIA skills levels. We reserve the right to assess any Supplier Personnel provided under these lots to ensure that skills are commensurate with the levels specified.
- 9.27 If the specific technical skills requested for any role are not at the expected SFIA level the supplier will be required to substitute Personnel or provide a training plan for upskilling (all at cost). The Supplier is required to maintain a skills matrix for all Supplier Personnel engaged in work instructions under this Call Off Contract.
- 9.28 We do not expect tasking or management of full-scope projects to be in scope for any of the roles provided. We do expect that resources provided, focussing on the Lead roles, may be required to provide oversight, leadership and potentially line management as part of the roles/work undertaken. This will be agreed at SoW stage. This may be expected where tiers of staff are provided.

- 9.29 We require all resources to be involved in mentoring and community activities. This includes but is not limited to mentoring interns and junior staff, attending and presenting at community meetups participating in design crits, being a member of the research ethics board, participating in peer reviews, and attending mandatory training. Where this has a significant impact on the level of effort required this should be considered in the pricing approach used and built into any SoW.
- 9.30 We require all resources to be experienced in working to the Government Service standard, and to understand the GOV.UK design manual.
- 9.31 We require all resources to understand agile processes, in line with Home Office delivery practice.
- 9.32 Where work is undertaken on a firm basis we would expect the supplier to identify the resources required to fulfil the scope of work - if there is a need to consider "secondary" effort for community engagement or task management then this should be included.

10. General Security Requirements

- 10.22 It is anticipated that most individuals in the Supplier's team will require, as a minimum, SC clearance. Some individuals may also require NPPV3 or DV clearance. All staff identified must have or be willing to undergo clearance to the required level. The level of clearance required will be identified in individual Statements of Work and clearance needs to have been achieved and validated by the Customer before each individual can commence work.
- 10.23 Normal processes should be expected in the clearing of staff or transfer of clearances where applicable.
- 10.24 Supplier shall ensure protection of HMG information assets.
- 10.25 There may be a requirement to process personal data under this arrangement. This could reside in the systems being supported or be data pertaining to contract management. We would expect personal data for management purposes to be considered at the top level, specific details or requirements pertaining to personal data held by services developed/supported will be covered under each SoW.
- 10.26 Our Call Off Contract and supporting documentation identify that a SMP (Security Management Plan) and Information Security Management System (ISMS) are required. For the avoidance of doubt, we do view that these are required under the Call Off Contract.
- 10.27 In addition to overall documentation, we also expect that system specific ISMS/SMPs or other supporting security processes (for instance incident response processes) may be required. These will be dealt with at SoW level and we would expect this to be considered in the tasking approach proposed.
- 10.28 We expect that some of the baseline security requirements may be dealt with at overarching or SoW specific levels (for instance the provision of assured compliant tools). This is, however, a function of the emergent SoW requirements as well as the resources/systems/process which may be used to support delivery of the services.
- 10.29 As such we would invite bidders to identify how they intend to deal with assurance and security of the services, acknowledging that this may vary between bidders depending on approach. Where elements or processes may not be relevant for final agreements please make this clear.

11. Working Arrangements

- 11.22 The Supplier's team will be required to be located as defined in specific Statements of Work (SoWs).
- 11.23 The Supplier is expected to appoint a non-billing management team covering the roles in 14.26.2.1. Any other supporting roles are at the discretion of the supplier but will not be billable.
- 11.24 The Supplier shall use their own equipment (for instance laptops, laptop accessories and mobile phones), except when directed to use Home Office resources to ensure the Supplier can effectively work with our secure environments (or otherwise). Specific requirements will be identified in each SoW. As a minimum Supplier equipment must have anti-virus and anti-malware protection is to be installed and kept up-to-date; devices must be secured with user authentication (9-character minimum); assured data-at-rest (HDD / SSD) protection: The EUD's storage must be encrypted; and users must avoid using public Wi-Fi, 3G and 4G for Home Office business.
- 11.25 The Supplier shall provide its team with sufficient (and appropriate for Home Office environments) software and tooling in order to be able to perform their duties.
- 11.26 Working hours; expected to be 8 hours a day (exclusive of breaks). Bidders should consider the impact of varying working day durations or any resources used in their pricing approach; a day will be defined as 8 hours.
- 11.27 Where response to critical incidents is required, which is not expected to be a significant volume of work, this will be identified in any SoW. Any limitations placed on this, impact on SoW delivery and modifications required to tasking should be identified in the proposed tasking/costing approach.
- 11.28 The tasking process proposed should identify (or consider) any limits/assumptions around tasking speed or the potential rate of resource growth. As we are unable to identify SoWs in advance we understand the need for this to allow a deliverable bid to be defined. We will work with the successful bidder to manage around any limitations identified.
- 11.29 Neglecting any other issues the flexibility and speed in responding to any SoW (and associated demand) may be significant in the volume of work which can in scope. As such flexible and rapid management/tasking processes may be expected to encourage the greatest use of this arrangement for the Supplier.
- 11.30 We anticipate that a small proportion of work undertaken under this contract may be suitable for delivery in a near- or off-shore manner. This is only expected to be applicable for work which does not require cleared individuals or Home Office resources. We anticipate that this will be in the minority of work, and we do not require the provision of these options.
- 11.31 Any near- or off-shore working proposed should still comply with all elements of this requirement (paying particular attention to collaboration, community and alignment to our profession structure).

12. TUPE

- 12.22 Home Office will not be providing any indicative schedule for staff transfers or expected SoW backlog. We will work with our current delivery teams, the successful bidder and other

stakeholders to identify services which may be suitable for transition to this arrangement. As such no specific transfer timetable exists.

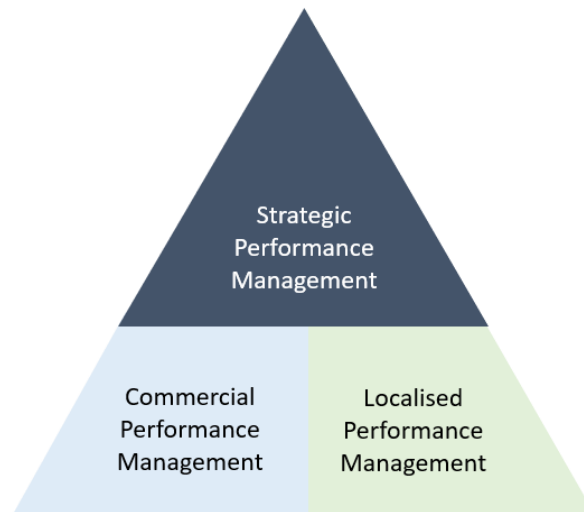
- 12.23 As such, we will be unable to identify specific requirements for TUPE or TUPE related information at this stage; the extent and content of such information will be assessed and provided during the development of any specific Statement of Work, which will vary across existing suppliers.
- 12.24 Where TUPE may apply, discussions will be held at the definition of a statement of work and necessary arrangements made.
- 12.25 This scope of work excludes management or other costs associated with TUPE.
- 12.26 New work (where there may not be an incumbent) is also in scope for this contract, as such it is not expected that a transfer from an incumbent will apply to all SoWs.

13. Office Locations and Travel

- 13.22 The primary office locations will be UK National. Suppliers may be required to work at other locations within the UK as required.
- 13.23 Primary Office locations:
 - 2 Marsham Street, London, SW1P 4DF
 - Soapworks, Colgate Lane, SALFORD M5 3FS
 - Lunar House, 40 Wellesley Road, Croydon, CR9 2BY
 - Vulcan House Steel, 1st floor, 6 Millsand, Sheffield, S3 8NU
 - HMPO Freemans Reach, Durham.DH1 1SL
- 13.24 We expect a proportion of work to be undertaken in a remote/virtual manner. We would like the supplier to consider the impact of these working arrangements in their response, however we are unable to identify the volume of this work, which will be scoped and defined at SoWs level.
- 13.25 Day rates will be inclusive of travel costs to base location or for work within the M25 (for a London base location). Occasional travel to other sites maybe required, Travel expenses may be paid by exception for from base working location, however this will be pre-agreed at specific SoW level and should be line with the Home Office Travel Policy.
- 13.26 Subsistence will not be payable, regardless of location or mode of working.

14. Governance

- 14.22 Governance will be monitored across three levels (Strategic, Localised and Commercial)



14.23 Strategic Governance

- 14.23.1 A monthly meeting will take place between the supplier Head of Role, SCS Cluster Sponsor, and representative from the Chief Operating Officer to discuss the overall portfolio of work and demonstration of value for money. The monthly meeting must be attended by the supplier CEO or similar, rather than the account director from the supplier side in addition, the Head of Role, SCS Cluster Sponsor and representative from the Chief Operating Office reserves the right to call in the attendance anyone from the supplier team to support the discussion.
- 14.23.2 Alongside a monthly report, localised performance management and commercial performance management (see 'Reporting') will feed into the overall strategic performance management view.

14.24 Localised Governance

- 14.24.1 Performance will be managed a local level through individual statements of work. Home Office Commercial, Head of Profession and the identified Home Office Statement of Work owner is required to commence a Statement of Work.
- 14.24.2 Individual statements of work will denote the performance management in terms of required attendance at meetings, reports and discussions.
- 14.24.3 These may include (but not limited to) attendance at community events that support the development of the profession within the Home Office, Head of Role management boards, and commercial meetings as necessary.
- 14.24.4 In addition, suppliers would be expected to comply with existing localised governance structures within the portfolios they are operating.

14.25 Commercial Governance

- 14.25.1 Commercial Performance Management will be led by the contract manager. The contract manager will review on a monthly basis the performance against the balance score included in Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

14.26 Performance Management of Resources

14.26.1 The performance of the supplier resources needs to be monitored. The Supplier shall provide the following information monthly:

14.26.1.1 Resource vs projects/deliverables and status – Red /green/ amber

14.26.1.2 Issues and blockers

14.26.1.3 Bi-monthly NPS scores from SOW owners/ portfolio heads in Home Office.

14.26.1.4 NPS score explanations are (1-10); Minimum 8 for a satisfactory performance. 9 exceeds expectation and 10 Outstanding. If the score is less than 8 then the supplier submits a plan to remediate and uplift the score agreed actions with Heads of roles and Commercial team at the home office. If Supplier cannot increase the score to a satisfactory level, then its Supplier's responsibility to replace the resource or else Home Office has the right to end the work on that particular SOW.

14.26.1.5 Bi-weekly meeting with Supplier and Head of Profession/SoW Owner to review the performances.

14.26.1.6 Monthly report from supplier to Home Office detailing Capacity building activities and Community of practice activities

14.26.1.7 Metrics: A set of shall be agreed. This will include, but not be limited to; On time completion of deliverables, Peer review, adherence to practices and standards.

14.26.2 Named Roles

14.26.2.1 To support the governance process, the Home Office would expect named contacts, of an appropriate level, to take ownership and responsibility for the overall quality assurance of the portfolio. This include a:

- (a) Contract Director
- (b) Commercial Lead
- (c) Technical Lead
- (d) Resourcing Lead
- (e) Security Lead
- (f) Work Package Lead for all issued Statements of Work

14.26.3 The Work Package Lead should be a named individual for each SoW, to be agreed during tasking. To allow for efficient delivery we place no restrictions on Work Package Leads being shared across multiple SoWs or sharing this with other work, assuming enough time is available to oversee successful delivery and responsiveness to queries. It is anticipated that the level of effort required from the Work Package Lead may vary depending on SoW scope.

14.26.4 It is expected that there will be enough administrative capacity to support the roles listed above in managing their day to day and reporting duties.

15. Payments

- 15.22 Milestone Payments will be provided on the completion of an Acceptance Certificate by designated Civil Servant, whereby the Home Office confirms that the relevant Achievement Criteria have been met and hereby gives the Supplier authority to submit a valid invoice to the Home Officer for the charges agreed in the statement of work.
- 15.23 Individual Statements of Work will outline clear milestones and the respective payment.

16. Reporting

16.22 Strategic Level

- 16.22.1 The supplier will be required to provide a monthly report in accordance with the contract management cadence to allow the monthly balance score included in Schedule 14 (Service Levels and Balanced Scorecard of the Call-Off contract to be completed.
- 16.22.2 A monthly report and management information templated have been included in Schedule 14 (Service Levels and Balanced Scorecard of the call of contract which denote the minimum amount of information to be provided on a monthly basis.
- 16.22.3 Monthly report summarising the portfolio of work across the Home Office to include as a minimum:
- 16.22.3.1 Management Information for roles with each approved Statement of Work
 - 16.22.3.2 Supplier Added Value
 - 16.22.3.3 Balance Scorecard Information
 - 16.22.3.4 Attendance at Home Office Community events
 - 16.22.3.5 Identification of SMEs
 - 16.22.3.6 Feedback from Statement of Work owners
 - 16.22.3.7 Sub-contractor supply chains data information. Information shall include the margin you and any sub-contractors apply when using sub-contractors (this includes anyone not employed directly by your organisation).

16.23 Localised Level

- 16.23.1 At a localised level individual Statements of Work will outline specific reporting requirements.

16.24 Commercial Level

- 16.24.1 The supplier will be required to provide the Commercial team with supporting information to complete the monthly balance score included in Schedule 14 (Service Levels and Balanced Scorecard) of the Call-Off contract.

17. Community Engagement and Collaboration

- 17.22 The Home Office requires the supplier suppliers to work together with others in order to provide UCD services to the Customer ("Collaboration"). This section describes the

collaborative behaviours expected, regardless of the presence of a specific collaboration agreement.

- 17.23 There may be a need for specific collaborative arrangements for collaborative working, however these will relate to a specific SoW. As such no formal collaboration agreement is possible at the overarching level. We expect that the supplier will support the formation of suitable agreements, this can be considered during the development of any specific SoW.
- 17.24 Collaboration is central to delivery success and requires:
- 17.24.1 effective and open communication including clear identification of who does what and when in order for all parties to understand their role in delivering these services;
 - 17.24.2 each Supplier to exhibit participative and collaborative behaviour to facilitate the smooth running of services and timely resolution of any problems;
 - 17.24.3 a collaborative culture and a way of working that puts the needs of the end-user first whilst recognising that all Suppliers are responsible for the particular service they have been contracted for; and
 - 17.24.4 transparency of information that contributes to a single shared information set to provide 'one version of the truth'.
- 17.25 The Collaboration approach is based on the following principles:
- 17.25.1 The Collaboration Requirements focus on behavioural methods of managing and driving collaboration by:
 - 17.25.1.1 defining and communicating expected behaviours;
 - 17.25.1.2 defining and communicating an escalation route to manage instances of non-collaborative;
 - 17.25.1.3 defining and communicating remedies for consistent demonstration of non-collaborative behaviours.
 - 17.25.2 The Collaboration Requirements include the publishing of traffic lights that record adherence to collaborative behavioural standards.
- 17.26 The Supplier shall lead by example and set the standard for collaborative behaviours in the Home Office User Centred Design environments. They will provide:
- 17.26.1 clear and proactive leadership, direction and communication;
 - 17.26.2 a clear articulation of its services and key performance indicators;
 - 17.26.3 an inclusive and responsive governance approach;
 - 17.26.4 a mechanism to recognise and resolve collaborative differences between Suppliers;
 - 17.26.5 clear identification of Supplier roles, responsibilities and accountabilities;
 - 17.26.6 a transparent decision-making process that facilitates timely solutions;

- 17.26.7 access to tooling and information that presents a 'single version of the truth';
 - 17.26.8 training and coaching to ingrain collaborative values and attitudes into the culture of individuals working within UCD and to promote and support collaborative behaviour more generally; and
 - 17.26.9 a focus on supplier relationship management.
- 17.27 Suppliers shall undertake to encourage:
- 17.27.1 a listening culture that takes a balanced view of a situation rather than being overly judgemental;
 - 17.27.2 an environment in which Suppliers can challenge requirements or opinions with a view to improving the delivery of services;
 - 17.27.3 effective demand management over a suitable planning horizon and a supplier relationship management approach that delivers a no-surprises culture; and
 - 17.27.4 an environment in which, when things go wrong, the first reaction is to look for the best way to jointly put things right.
- 17.28 Suppliers shall undertake to ensure individuals representing their organisation:
- 17.28.1 engage in open and honest dialogue;
 - 17.28.2 exhibit pragmatism and flexibility;
 - 17.28.3 work collaboratively to meet delivery objectives;
 - 17.28.4 trust other suppliers and accept responsibility for their own actions;
 - 17.28.5 behave in a fair and reasonable manner; and
 - 17.28.6 identify anything that is likely to prejudice the delivery of the Home Office User Centred Design Services as soon as it becomes apparent.
- 17.29 Suppliers must work together as a virtual team, with each delivering their element to the best of their ability whilst:
- 17.29.1 maintaining professionalism throughout;
 - 17.29.2 adhering to a 'fix first', discuss later approach;
 - 17.29.3 proactively contributing to incident and problem resolution;
 - 17.29.4 sharing information on risks before they become issues; and
 - 17.29.5 providing a customer focused service.
- 17.30 Each supplier undertakes to:
- 17.30.1 appoint a Collaboration champion at a senior level who shall be accountable, and act as an escalation point, for collaborative behaviours within their organisation including attending arbitration panels as required;

17.30.2 resolve collaboration-related problems that relate to or subsist in their service.

24. Call-Off Schedule 23 (HMRC Terms) NOT USED

1 Definitions

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

Term	Definition
Connected Company	in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
Control	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
Prohibited Transaction	<p>(a) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description otherwise payable by the Supplier or a Connected Company on or in connection with the Charges; or</p> <p>(b) which would be payable by any Key Subcontractor and its Connected Companies on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract,</p> <p>other than transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business;</p>
Purchase Order Number	the Buyer’s unique number relating to the supply of the Deliverables;
Supporting Documentation	sufficient information in writing to enable the Buyer to reasonably verify the accuracy of any invoice; and
Tax Compliance Failure	<p>where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1 (as amended and updated from time to time), where:</p> <p>(a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Paragraph 5.3; and</p> <p>(b) any “Essential Subcontractor” means any Key Subcontractor.</p>

2 Exclusion of certain Core Terms and terms of Schedules

- 2.1 When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Core Terms are modified in respect of that Call-Off Contract (but are not modified in respect of the Framework Contract):
 - 2.1.1 Clauses 31.1, 31.2, 31.3 and 31.4(d) of the Core Terms do not apply to that Call-Off Contract, but for the avoidance of doubt, the remainder of Clause 31.4 of the Core Terms shall continue to apply to the Call-Off Contract; and
 - 2.1.2 Clause 7.2 of the Core Terms does not apply to that Call-Off Contract.
- 2.2 When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Joint Schedules are modified in respect of that Call-Off Contract (but are not disapplied in respect of the Framework Contract):
 - 2.2.1 The definition of “Occasion of Tax Non-Compliance” contained in Joint Schedule 1 (Definitions) does not apply to that Call-Off Contract; and
 - 2.2.2 Paragraph 5(d) of Joint Schedule 11 (Processing Data) does not apply to that Call-Off Contract.

3 Charges, Payment and Recovery of Sums Due

- 3.1 The Supplier shall invoice the Buyer as specified in Clause 4 of the Core Terms as modified by any Framework Special Terms or any Call-Off Special Terms.
- 3.2 In addition to the provisions of Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, the Supplier shall procure a Purchase Order Number from the Buyer before any Deliverables are supplied. Should the Supplier supply Deliverables without a Purchase Order Number:
 - 3.2.1 the Supplier does so at its own risk; and
 - 3.2.2 the Buyer shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.
- 3.3 The Supplier shall submit each invoice and any Supporting Documentation required in accordance with Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, as directed by the Buyer from time to time, either:
 - 3.3.1 via the Buyer’s electronic transaction system as an Electronic Invoice; or
 - 3.3.2 to the person notified to the Supplier in writing by the Buyer by email in pdf format or, if agreed with the Buyer, in hard copy by post.

4 Warranties

- 4.1 The Supplier represents and warrants that:
 - 4.1.1 in the three years prior to the Effective Date, it has complied with all applicable Law related to Tax in the United Kingdom and in the jurisdiction in which it is established;
 - 4.1.2 it has notified the Buyer in writing of any Tax Compliance Failure it is involved in; and
 - 4.1.3 no proceedings or other steps have been taken (nor, to the best of the Supplier’s knowledge, are threatened) for:
 - 4.1.3.1 the winding up of the Supplier;

- 4.1.3.2 the Supplier's dissolution; or
- 4.1.3.3 the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue, and the Supplier has notified the Buyer of any profit warnings it has issued in the three years prior to the Effective Date.
- 4.2 If the Supplier becomes aware that any of the representations or warranties under Paragraphs 4.1.1, 4.1.2 and/or 4.1.3 have been breached, are untrue or misleading, it shall immediately notify the Buyer in sufficient detail to enable the Buyer to make an accurate assessment of the situation.
- 4.3 In the event that the warranty given by the Supplier in Paragraph 4.1.2 is materially untrue, this shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

5 Promoting Tax Compliance

- 5.1 The Supplier shall comply with all Law relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.
- 5.2 The Supplier shall provide to the Buyer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to that person supplying any material Deliverables under the Contract.
- 5.3 Upon a request by the Buyer, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor of the Supplier engaged in supplying Deliverables under the Contract.
- 5.4 If, at any point during the Call-Off Contract Period, there is a Tax Compliance Failure, the Supplier shall:
 - 5.4.1 notify the Buyer in writing within five (5) Working Days of its occurrence; and
 - 5.4.2 promptly provide to the Buyer:
 - 5.4.2.1 details of the steps which the Supplier is taking to resolve the Tax Compliance Failure and to prevent it from recurring, together with any mitigating factors that it considers relevant; and
 - 5.4.2.2 such other information in relation to the Tax Compliance Failure as the Buyer may reasonably require.
- 5.5 The Supplier shall indemnify the Buyer against any liability for Tax (including any interest, penalties or costs incurred) of the Buyer in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Contract.
- 5.6 Any amounts due under Paragraph 5.5 shall be paid not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Buyer. Any amounts due under Paragraph 5.5 shall not be subject to Clause 11.2 of the Core Terms.
- 5.7 Upon the Buyer's request, the Supplier shall promptly provide information which demonstrates how the Supplier complies with its Tax obligations.
- 5.8 If the Supplier:

- 5.8.1 fails to comply with Paragraphs 5.1, 5.4.1 and/or 5.7 this may be a material breach of the Contract;
- 5.8.2 fails to comply with a reasonable request by the Buyer that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Paragraph 5.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in a Tax Compliance Failure this shall be a material breach of the Contract; and/or
- 5.8.3 fails to provide acceptable details of steps being taken and mitigating factors pursuant to Paragraph 5.4.2 this shall be a material breach of the Contract; and any such material breach shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.
- 5.9 In addition to those circumstances listed in Clause 15.2 to 15.4 of the Core Terms, the Buyer may internally share any information, including Confidential Information, which it receives under Paragraphs 5.2 to 5.4 (inclusive) and 5.7.

6 Use of Off-shore Tax Structures

- 6.1 The Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Buyer otherwise agrees to that Prohibited Transaction.
- 6.2 The Supplier shall notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier, its Connected Companies, or a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall include reasonable supporting detail and make the notification within a reasonable time before the Prohibited Transaction is due to be put in place.
- 6.3 If a Prohibited Transaction is entered into in breach of Paragraph 6.1, or circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Buyer. The Parties shall agree (at no cost to the Buyer) any necessary changes to any such arrangements by the undertakings concerned (and the Supplier shall ensure that the Key Subcontractor shall agree, where applicable). The matter will be resolved using Clause 34 of the Core Terms if necessary.
- 6.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Paragraphs 6.2 and 6.3 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

7 Data Protection and off-shoring

- 7.1 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - 7.1.1 not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - 7.1.1.1 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - 7.1.1.2 the Data Subject has enforceable rights and effective legal remedies;

- 7.1.1.3 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- 7.1.1.4 the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
- 7.2 Failure by the Processor to comply with the obligations set out in Paragraph 7.1 shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

8 Commissioners for Revenue and Customs Act 2005 and related Legislation

- 8.1 The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 (“CRCA”) to maintain the confidentiality of Government Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to a prosecution under Section 19 of CRCA.
- 8.2 The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to prosecution under those Acts.
- 8.3 The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Deliverables. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of the Supplier’s obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.
- 8.4 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Staff who will have access to, or are provided with, Government Data in writing of the obligations upon Supplier Staff set out in Paragraphs 8.1, 8.2 and 8.3. The Supplier shall monitor the compliance by Supplier Staff with such obligations.
- 8.5 The Supplier shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Buyer upon demand.
- 8.6 In the event that the Supplier or the Supplier Staff fail to comply with this Paragraph 8, the Buyer reserves the right to terminate the Contract as if that failure to comply were an event to which Clause 10.4.1 of the Core Terms applies.

Annex 1: Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

1. There is a person or entity which is either: ("X")
 - (1) The Economic Operator or Essential Subcontractor (EOS)
 - (2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with IFRS 10 Consolidated Financial Accounts [**Footnote:** <https://www.iasplus.com/en/standards/ifrs/ifrs10>].];
 - (3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

Condition two (Arrangements involving evasion, abuse or tax avoidance)

2. X has been engaged in one or more of the following:
 - (a) Fraudulent evasion [**Footnote:** ['Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act].];
 - (b) Conduct caught by the General Anti-Abuse Rule [**Footnote:** ["General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions].];
 - (c) Conduct caught by the Halifax Abuse principle [**Footnote:** ["Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others].];
 - (d) Entered into arrangements caught by a DOTAS or VADR scheme [**Footnote:** [A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992].];
 - (e) Conduct caught by a recognised 'anti-avoidance rule' [**Footnote:** [The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly].] being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. 'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
 - (f) Entered into an avoidance scheme identified by HMRC's published Spotlights list [**Footnote:** [Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>].];
 - (g) Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

3. X's activity in Condition 2 is, where applicable, subject to dispute and/or litigation as follows:

- (i) In respect of (a), either X:
 - (1) Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure [**Footnote:** [The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed].]; or,
 - (2) Has been charged with an offence of fraudulent evasion.
- (ii) In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
- (iii) In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
- (iv) In respect of (f) this condition is satisfied without any further steps being taken.
- (v) In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

Annex 2: Confidentiality Declaration Form

Contract Reference: [for Supplier to insert Contract reference number and contract date]
('the Agreement')

Declaration:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

Signed:

Full Name:

Position:

Company:

Date of Signature:

Call-Off Schedule 25 (Ethical Walls Agreement) The Parties agree that the Ethical Wall Agreement is still in template form and should the Buyer require the Supplier to agree the EWA the Buyer shall inform the Supplier of its requirement to agree and sign the EWA.

Ethical Walls Agreement

[Buyer]

and

[Supplier]

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 [Insert 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 Competition Procedure for the supply of Digital Outcomes 6 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 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:

Term	Definition
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 Contract have or have had access to information which creates or may create a conflict of interest;
Contract	means the [contract for [REDACTED]] dated [REDACTED] 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 RM1043.8 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 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:
 - 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 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).
- 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.

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 email to the correct email address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st 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

Contact:
Address:
Email:

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:

25.Call-Off Schedule 26 (Cyber Essentials Scheme)

1 Definitions

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

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

2 What Certification do you need

- 2.1 Where the Order Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to commencing the provision of Deliverables under the Call-Off Contract the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under the Call-Off Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to process data during the Call-Off Contract Period the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 In the event that the Supplier fails to comply with Paragraph 2.1 or 2.2, the Buyer reserves the right to terminate the Call-Off Contract for material Default.
- 2.4 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under the Call-Off Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.5 This Schedule shall survive termination of each and any Call-Off Contract.