

# Order Form and Call-Off Schedule in relation to Crown Commercial Services Framework RM6141

## Order Form

CALL-OFF REFERENCE: 23\_04\_03 Language Services

THE BUYER: NHS Business Services Authority

BUYER ADDRESS Stella House, Goldcrest Way, Newcastle Upon Tyne, NE15 8NY

THE SUPPLIER: DA Languages Ltd

SUPPLIER ADDRESS: DA Languages Ltd, Statham House, Talbot Road, Stretford, Manchester, M32 0FP

REGISTRATION NUMBER: 06207784

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10/01/2024. It's issued under the Framework Contract with the reference number RM6141 for the provision of Language Services.

CALL-OFF LOT(S):  
Lot 1: National Managed Service

## 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. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6141
    - Joint Schedule 1 (Definitions and Interpretation) RM6141
    - 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 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6141
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 12 (Clustering)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
3. CCS Core Terms (version 3.0.8)
4. Joint Schedule 5 (Corporate Social Responsibility) RM6141
5. 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.

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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### CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE: **23/03/2024**

CALL-OFF EXPIRY DATE: **22/03/2028**

CALL-OFF INITIAL PERIOD: **4 Years**

### CALL-OFF DELIVERABLES

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

### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £113,938.81.

### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Call-Off Schedule 5 (Pricing Details).

### REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract.

### PAYMENT METHOD

Supplier to submit Invoices to be submitted monthly. Payment by the Authority will be via BACS within 30 days of receipt of invoice.

### BUYER'S INVOICE ADDRESS:

Accounts Payable

[accountspayable@nhsbsa.nhs.uk](mailto:accountspayable@nhsbsa.nhs.uk)

Stella House

Goldcrest Way

Newcastle Upon Tyne

NE15 8NY

### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Framework Ref: RM6141

Project Version: v1.0

Model Version: v3.6

Newcastle Upon Tyne  
NE15 8NY

**BUYER'S ENVIRONMENTAL POLICY**

[SHEPOL 001 Environmental Policy 0.pdf \(nhsbsa.nhs.uk\)](#)

**BUYER'S SECURITY POLICY**

[Information Security Policy \(nhsbsa.nhs.uk\)](#)

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**PROGRESS REPORT FREQUENCY**

MI must be received no later than the 15th working day following the month end.

**PROGRESS MEETING FREQUENCY**

As set out in Annex 1 of Call-Off Schedule 15 (Call Off Contract Management).

**KEY STAFF**

Key Supplier Staff as set out in Annex 1 of Call-Off Schedule 7 – Key Supplier Staff.

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

As set out in Joint Schedule 4 – Commercially Sensitive Information.

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

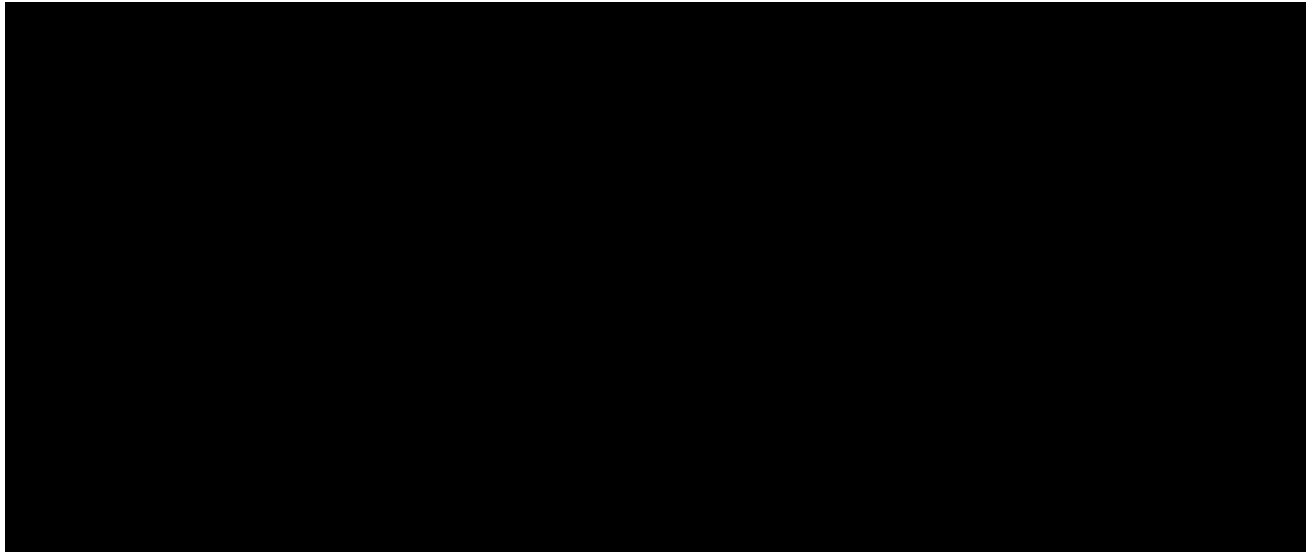
**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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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)



## Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under 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;

## Joint Schedule 1 (Definitions)

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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; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " 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: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
"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 " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"><li>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);</li><li>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;</li><li>c) verify the Open Book Data;</li><li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li><li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li></ul>



**Joint Schedule 1 (Definitions)**

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	<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>
<b>"Auditor"</b>	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	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;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;

**Joint Schedule 1 (Definitions)**

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<b>"Buyer Assets"</b>	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;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	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);
<b>"Call-Off Contract"</b>	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;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>"Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Tender"</b>	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);
<b>"CCS"</b>	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;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

Framework Ref: RM6141

Project Version: v1.0

Model Version: v3.6

**Joint Schedule 1 (Definitions)**

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<b>"Central Government Body"</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency;</p>
<b>"Change in Law"</b>	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;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	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;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	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;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;

**Joint Schedule 1 (Definitions)**

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<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	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 Man 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

**Joint Schedule 1 (Definitions)**

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	<p>not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) 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;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
<b>"Data Protection Liability Cap"</b>	the amount specified in the Framework Award Form.
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;

**Joint Schedule 1 (Definitions)**

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"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;
"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) for the period specified in the Order Form (for the purposes of this definition the " <b>Disaster Period</b> ");
"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 arises 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);

**Joint Schedule 1 (Definitions)**

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<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>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</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	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;
<b>"DPA 2018"</b>	the Data Protection Act 2018;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	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;
<b>"End Date"</b>	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
<b>"Environmental Policy"</b>	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;

<b>"Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>"Estimated Yearly Charges"</b>	means 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;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	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);
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"FOIA"</b>	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;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:  a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;  b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;  c) acts of a Crown Body, local government or regulatory bodies;  d) fire, flood or any disaster; or



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	<p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none"> <li>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> <li>iii) any failure of delay caused by a lack of funds;</li> </ul>
<b>"Force Majeure Notice"</b>	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;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
<b>"Framework Expiry Date"</b>	the date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>"Framework Initial Period"</b>	the initial term of the Framework Contract as specified in the Framework Award Form;
<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);

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<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	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 ;
<b>"Good Industry Practice"</b>	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;
<b>"Government"</b>	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;
<b>"Government Data"</b>	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; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>"Guarantor"</b>	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;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the

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	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;
<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>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;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>"Implementation Plan"</b>	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;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Independent Control"</b>	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 <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	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;
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<ul style="list-style-type: none"> <li>a) in respect of a person:</li> <li>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its</li> </ul>

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	<p>winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	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;
<b>"Intellectual Property Rights" or "IPR"</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided

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	access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>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</li> <li>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p> </li></ul>
"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;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;

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<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Man Day"</b>	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	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;
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Management Information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>"Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	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>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>
<b>"Occasion of Tax Non-Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> </ul> <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>
<b>"Open Book Data"</b>	<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"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources 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 manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> <p>c) Overheads;</p>

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	<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>
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>"Overhead"</b>	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";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	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. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Prescribed Person"</b>	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

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	at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;
<b>"Processor Personnel"</b>	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;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<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> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <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"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <p>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;</p>
<b>"Protective Measures"</b>	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

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	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), 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.
<b>"Recall"</b>	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;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:  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);
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	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:  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;
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	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);

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	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  information derived from any of the above;
<b>"Relevant Requirements"</b>	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;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	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;
<b>"Replacement Subcontractor"</b>	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);
<b>"Replacement Supplier"</b>	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;
<b>"Request For Information"</b>	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;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	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;
<b>"Schedules"</b>	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);

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<b>"Security Policy"</b>	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;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	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;
<b>"Service Transfer"</b>	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;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	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;
<b>"SME"</b>	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;
<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	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;
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International

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	<p>Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
<b>"Start Date"</b>	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;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	<p>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:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	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;

**Joint Schedule 1 (Definitions)**

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	<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>
<b>"Supplier's Contract Manager"</b>	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;
<b>"Supplier Equipment"</b>	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;
<b>"Supplier Non-Performance"</b>	<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>
<b>"Supplier Profit"</b>	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;
<b>"Supplier Profit Margin"</b>	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;
<b>"Supplier Staff"</b>	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;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
<b>"Supporting Documentation"</b>	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;
<b>"Termination Notice"</b>	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;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;

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Model Version: v3.6

**Joint Schedule 1 (Definitions)**

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<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	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 <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (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 (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	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);
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	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) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	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.





## Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	<b>[delete as applicable: CCS / Buyer] ("CCS" "the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>	
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>	
Contract reference number:	<b>[insert contract reference number]</b>	
Details of Proposed Variation		
Variation initiated by:	<b>[delete as applicable: CCS/Buyer/Supplier]</b>	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation		
Reason for the variation:	<b>[insert reason]</b>	
An Impact Assessment shall be provided within:	<b>[insert number] days</b>	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"><li><b>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</b></li></ul>	
Financial variation:	Original Contract Value:	£ <b>[insert amount]</b>
	Additional cost due to variation:	£ <b>[insert amount]</b>
	New Contract value:	£ <b>[insert amount]</b>

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.

**Joint Schedule 2 (Variation Form)**

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Signed by an authorised signatory for and on behalf of the [~~delete~~ as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need 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 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 you aren't 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 you must provide**

- 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. Making sure you are insured to the required amount**

- 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 cooperate 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

### **Joint Schedule 3 (Insurance Requirements)**

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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 standard 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 one million pounds (£1,000,000);
  - 1.2 public liability insurance with cover for a single event or a series of related events and in the aggregate of not less than one million pounds (£1,000,000); and
  - 1.3 employers' liability insurance with cover for a single event or a series of related events and in the aggregate of not less than five million pounds (£5,000,000).

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	04/01/2024	Information set out in Call-Off Schedule 4 (Call Off Tender).	5 years following the expiry of the contract.
2	04/01/2024	Information set out in Call-Off Schedule 5 (Pricing Details).	5 years following the expiry of the contract.

## Joint Schedule 6 (Key Subcontractors)

### 1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Subcontract has been agreed on "arm's length" terms;
  - 1.4.4 for CCS, the Key Subcontract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.



## Joint Schedule 6 (Key Subcontractors)

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, 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 (What happens if the contract ends) of this Contract; and
  - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

## Joint Schedule 7 (Financial Difficulties)

### 1. Definitions

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

**"Credit Rating Threshold"**

the minimum credit rating level for the Monitored Company as set out in Annex 2 and

**"Financial Distress Event"**

the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
  - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
  - ii) non-payment by the Monitored Company of any financial indebtedness;
  - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or

- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

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

**"Financial Distress Service Continuity Plan"**

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

**"Monitored Company"**

Supplier [the Call-Off Guarantor or any Key Subcontractor]

**"Rating Agencies"**

the rating agencies listed in Annex 1.

## **2. When this Schedule applies**

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive:
  - 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
  - 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

## **3. What happens when your credit rating changes**

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of

each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- |   |  |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];   |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored]; and  |
| D | is the value at the relevant date of the current liabilities of the Monitored Company].  |

**3.4 The Supplier shall:**

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer and CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

**4. What happens if there is a financial distress event**

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute

- then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
- 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
  - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
    - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
    - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued

performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

## **5. When CCS or the Buyer can terminate for financial distress**

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
  - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
  - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
  - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

## **6. What happens If your credit rating is still good**

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
  - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
  - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

## **ANNEX 1: RATING AGENCIES**

Dunn and Bradstreet

## ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

### Part 1: Current Rating

Entity	Credit rating (long term)
D&B Failure Score	■
Supplier D&B Failure Score	■
Call-Off Guarantor	N/A
Key Subcontractor	N/A



## Joint Schedule 9 (Minimum Standards of Reliability)

### 1 Standards

- 1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice ("**Minimum Standards of Reliability**") at the time of the proposed award of that Call-Off Contract.
- 1.2 CCS shall assess the Supplier's compliance with the Minimum Standards of Reliability:
  - 1.2.1 upon the request of any Buyer; or
  - 1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.
- 1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

## Joint Schedule 10 (Rectification Plan)

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

## Joint Schedule 11 (Processing Data)

### Status of the Controller

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

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. 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*);
    - (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 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,

## Joint Schedule 11 (Processing Data)

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- uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or

## **Joint Schedule 11 (Processing Data)**

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

## **Where the Parties are Joint Controllers of Personal Data**

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

## **Independent Controllers of Personal Data**

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30



GDPR and shall make the record available to the other Party upon reasonable request.

24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

## **Joint Schedule 11 (Processing Data)**

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28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

[REDACTED]  
[REDACTED]  
[REDACTED]

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><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <b>Name of Interpreter, employment history, qualifications, right to work and security clearances and personal data to undertake compliance checks.</b></li><li>• <b>Business contact details of Supplier and key contacts</b></li></ul>
Duration of the Processing	From award until expiry of the current Call-Off Contract inclusive of any extensions which may be exercised therein.
Nature and purposes of the Processing	<p>Data will be collected, recorded and processed to enable the recruitment and appointment of Interpreters and Translators which may be utilised under a Call Off Contract via RM6141. This information should be stored digitally, in a secure manner.</p> <p>This information may be shared with the Authority to enable compliance checks on the Supplier to be undertaken. This information will be shared digitally in a secure manner.</p>

**Joint Schedule 11 (Processing Data)**

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Type of Personal Data	Personal Data will include:  Name, DOB, NINO, Pay, Qualifications, Work History, Right to Work and Clearances.
Categories of Data Subject	Data Subjects may include: <ul style="list-style-type: none"><li>• Staff (employees) and Contracted Employee</li><li>• Self Employed Contractors</li><li>• Customers/Clients</li><li>• Suppliers</li></ul>
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	The Supplier must retain and store securely any data in relation to a Call Off Contract for a minimum of 7 years after the expiry of the agreement. Once this period has ended the Supplier must destroy any data stored in line with 10.5 of the Core Terms.

## **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 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [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.

### **2. Undertakings of both Parties**

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

- (a) report to the other Party every [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 Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject 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 Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- (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;
  - (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;
  - (i) 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
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### **3. Data Protection Breach**

3.1 Without prejudice to 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 Relevant Authority and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.



## **4. Audit**

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection 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 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

## **5. Impact Assessments**

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

## **6. ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## **7. Liabilities for Data Protection Breach**

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

## **8. 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*).

## **9. Sub-Processing**

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## **10. 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.

## 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):

<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"SME"</b>	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;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of this Schedule 12; and
<b>"VCSE"</b>	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.

## **Joint Schedule 12 (Supply Chain Visibility)**

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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

### **3. Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
  - (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

**Annex 1**

**Supply Chain Information Report template**



Supply Chain Information  
Report templat

## **Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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## **Call-Off Schedule 1 (Transparency Reports)**

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

## Call-Off Schedule 1 (Transparency Reports)

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### Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Headline service performance Data	<ul style="list-style-type: none"><li>Service type usage, fulfilment, job end status usage, language usage, volume by operation division, potential savings.</li></ul>	xlsx	Monthly
Key Performance Indicators	<ul style="list-style-type: none"><li>Timeliness of telephone translation, Provision of required languages, Handling of issues/queries/complaints/faults in relation to this Agreement, Provision of Management Information on time, Social Value</li></ul>	xlsx	Monthly

The Buyer will agree with the Supplier the Transparency Reports required through the Term which may incorporate information from the areas set out in the table above. Please note, the above is not an exhaustive list.



## Call-Off Schedule 2 (Staff Transfer)

### 1. Definitions

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

**"Employee Liability"**

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

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

## Call-Off Schedule 2 (Staff Transfer)

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	<p>f) claims whether in tort, contract or statute or otherwise;</p> <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
<b>"Former Supplier"</b>	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
<b>"Partial Termination"</b>	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);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

## Call-Off Schedule 2 (Staff Transfer)

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### **"Staffing Information"**

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

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

## Call-Off Schedule 2 (Staff Transfer)

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- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"Term"** the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

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

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

## 2. INTERPRETATION

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

## 3. Which parts of this Schedule apply

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

- ~~○ Part A (Staff Transfer At Start Date — Outsourcing From the Buyer)~~
- ~~○ Part B (Staff Transfer At Start Date — Transfer From Former Supplier)~~
- Part C (No Staff Transfer On Start Date)
- Part D (Pensions)
  - - Annex D1 (CSPS)
  - - Annex D2 (NHSPS)
  - - Annex D3 (LGPS)
  - - Annex D4 (Other Schemes)

## **~~Part A: Staff Transfer at the Start Date~~**

### **~~Outsourcing from the Buyer~~**

#### **~~1. What is a relevant transfer~~**

~~1.1 The Buyer and the Supplier agree that:~~

~~1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and~~

~~1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.~~

~~1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.~~

#### **~~2. Indemnities the Buyer must give~~**

~~2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.~~

~~2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.~~

~~2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then—~~

~~2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;~~

## **Call-Off Schedule 2 (Staff Transfer)**

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~~2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;~~

~~2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;~~

~~2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;~~

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

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

~~2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or~~

~~2.4.2 (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.~~

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

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

### **~~3. Indemnities the Supplier must give and its obligations~~**

~~3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.~~

~~3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising~~

## **Call-Off Schedule 2 (Staff Transfer)**

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

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

### **4. Information the Supplier must provide**

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

### **5. Cabinet Office requirements**

- ~~5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.~~
- ~~5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.~~
- ~~5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.~~

### **6. Pensions**

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

## **~~Part B: Staff transfer at the Start Date~~**

### **~~Transfer from a former Supplier on Re-procurement~~**

#### **~~1. What is a relevant transfer~~**

~~1.1 The Buyer and the Supplier agree that:~~

~~1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and~~

~~1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.~~

~~1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.~~

#### **~~2. Indemnities given by the Former Supplier~~**

~~2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;~~

~~2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.~~

~~2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the~~



## **Call-Off Schedule 2 (Staff Transfer)**

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~~Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:~~

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

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

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

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

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

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

### **3. Indemnities the Supplier must give and its obligations**

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

## **Call-Off Schedule 2 (Staff Transfer)**

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

~~3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.~~

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

### **4. Information the Supplier must give**

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

### **5. Cabinet Office requirements**

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

~~5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.~~

### **6. Limits on the Former Supplier's obligations**

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

## **Call-Off Schedule 2 (Staff Transfer)**

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

### **~~7. Pensions~~**

~~7.1 The Supplier shall comply with:~~

~~7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and~~

~~7.1.2 the provisions in Part D: Pensions.~~

## **Part C: No Staff Transfer on the Start Date**

### **1. What happens if there is a staff transfer**

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

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

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

### Call-Off Schedule 3 (Continuous Improvement)

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- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor 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 Sub-contractor.

## 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 D: Pensions

### 1. Definitions

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

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

### Call-Off Schedule 3 (Continuous Improvement)

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- (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

and "**Broad Comparability**" shall be construed accordingly;

#### "CSPS"

the schemes as defined in Annex D1 to this Part D;

#### "Fair Deal Employees"

those:

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

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

#### "Fair Deal Schemes"

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

#### "Fund Actuary"

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

#### "LGPS"

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

#### "NHSPS"

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

#### "New Fair Deal"

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

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and

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- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

#### **"Statutory Schemes"**

means the CSPA, NHSPS or LGPS.

## **2. Supplier obligations to participate in the pension schemes**

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

## **3. Supplier obligation to provide information**

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

## **4. Indemnities the Supplier must give**

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

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representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
- 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

- 4.3.1 shall survive termination of this Contract; and
- 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

## **5. What happens if there is a dispute**

5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

## **6. Other people's rights**

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

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

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
  - 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
  - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.



## 8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:
- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
  - 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

## 9. What happens to pensions if this Contract ends

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

## 10. Broadly Comparable Pension Schemes

10.1 If either:

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

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

- 10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):
- 10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
  - 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

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- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

## Annex D1: Civil Service Pensions Schemes (CSPS)

### 1. Definitions

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

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

### 2. Access to equivalent pension schemes after transfer

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

## Annex D2: NHS Pension Schemes

### 1. Definitions

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

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

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

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

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

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

**"NHS Body"**

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

**"NHS Pensions"**

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

**"NHSPS"**

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

**"NHS Pension Scheme Arrears"**

any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

**"NHS Pension Scheme Regulations"**

as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

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<b>"NHS Premature Retirement Rights"</b>	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
<b>"Pension Benefits"</b>	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
<b>"Retirement Benefits Scheme"</b>	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

## 2. Membership of the NHS Pension Scheme

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

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they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

- 2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

### **3. Access to NHS Pension Schemes after transfer**

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

### **4. Continuation of early retirement rights after transfer**

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

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

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

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

- 6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:

6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or

6.1.2 access to a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the

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relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

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

## **7. Indemnities that a Supplier must give**

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

## **8. Sub-Contractors**

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
- 8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or
  - 8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.



## Annex D3:

# Local Government Pension Schemes (LGPS)

## 1. Definitions

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

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

## 2. Supplier must become a LGPS admission body

- 2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active

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LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.

- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

### **3. Right of set-off**

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

### **4. Supplier ceases to be an LGPS Admission Body**

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

### **5. Discretionary benefits**

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

## **Annex D4: Other Schemes**

N/A

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### 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 (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
  - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) 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.

## **Call-Off Schedule 5 (Pricing Details)**

1. Where the Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index (CPI) (as determined by the Office for National Statistics). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
2. Charges shall not be indexed during the first year following the Start Date.
3. Where Annex 1 states a Charge is subject to Indexation then it will be applied annually on the first day of April. The first indexation will be applied from the first day of April 2025 and subsequent indexations will be on the first day of April in each subsequent year (each such date a Review Date).
4. Where indexation applies the relevant adjustment shall be:
  - a) determined by increasing or decreasing the relevant amount or sum by the percentage change in the index.
  - b) calculated by using the published index for the 12 months ended on the 31<sup>st</sup> March annually, immediately preceding the relevant Review Date.

The following CPI index will apply to the Charges CPI INDEX 00: ALL ITEMS 2015=100 - Office for National Statistics (ons.gov.uk)

A worked example of the calculation (using the figures from the ONS CPI Index) to be used if the first Review Date was March 2022: -

Fig A = CPI figure for month ending March 2022 = 7%

Fig B = CPI figure for month ending March 2023 = 10.1%

Fig C = Fig B – Fig A = 3.1%

Adjusted Charge = Charge + (Charge x 3.1%)

5. Where the CPI index:
  - 5.1 is used to calculate the adjustment at Review Date that figure will be used as the baseline to calculate the following years adjustment.
  - 5.2 is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

## **ANNEX 1**

The rates below are subject to indexation as set out in paragraph 1.

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- Translation, Transcription and Ancillary Services

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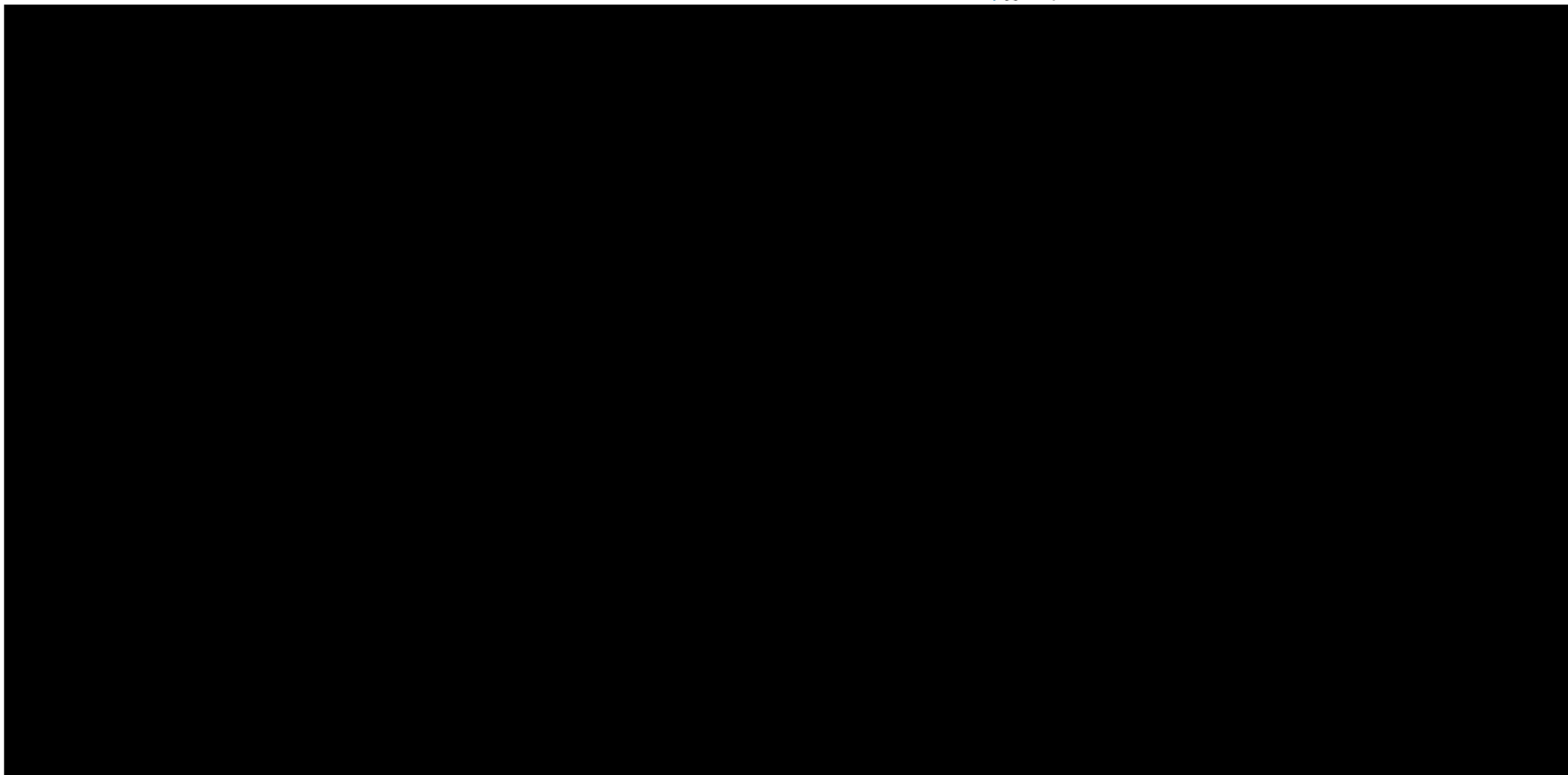
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## Non Spoken Services

## Class

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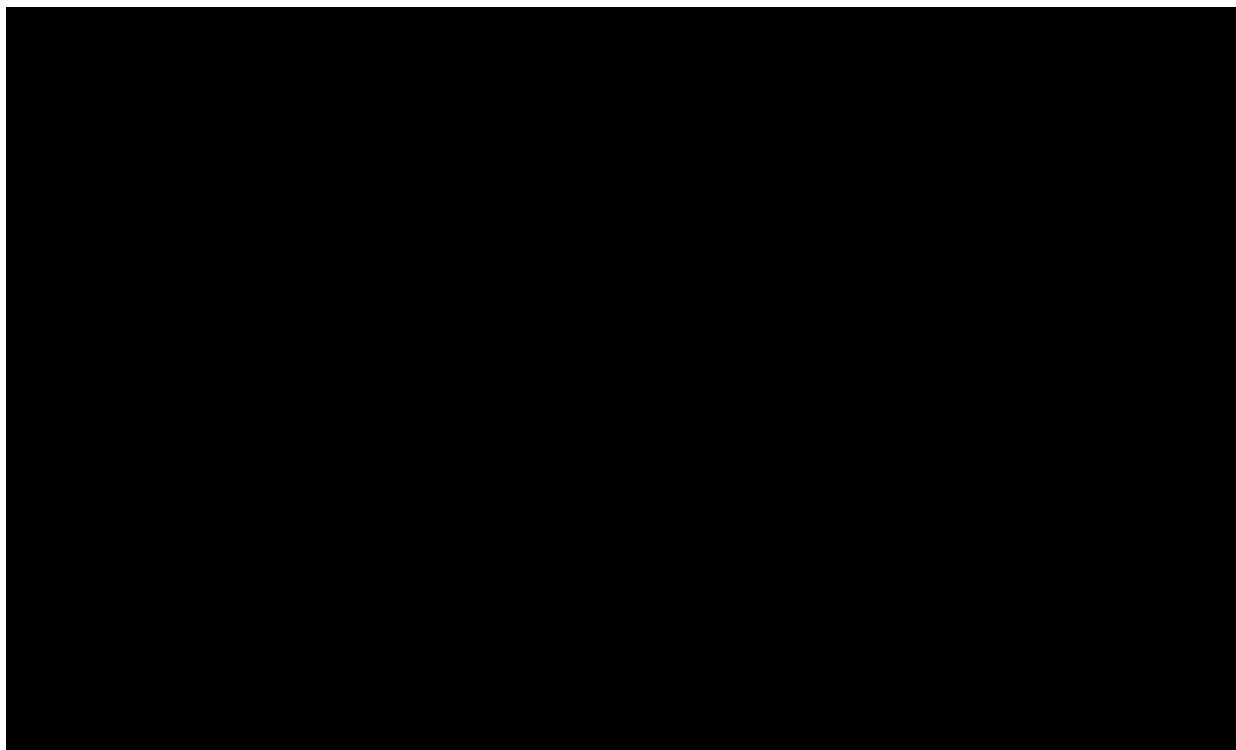
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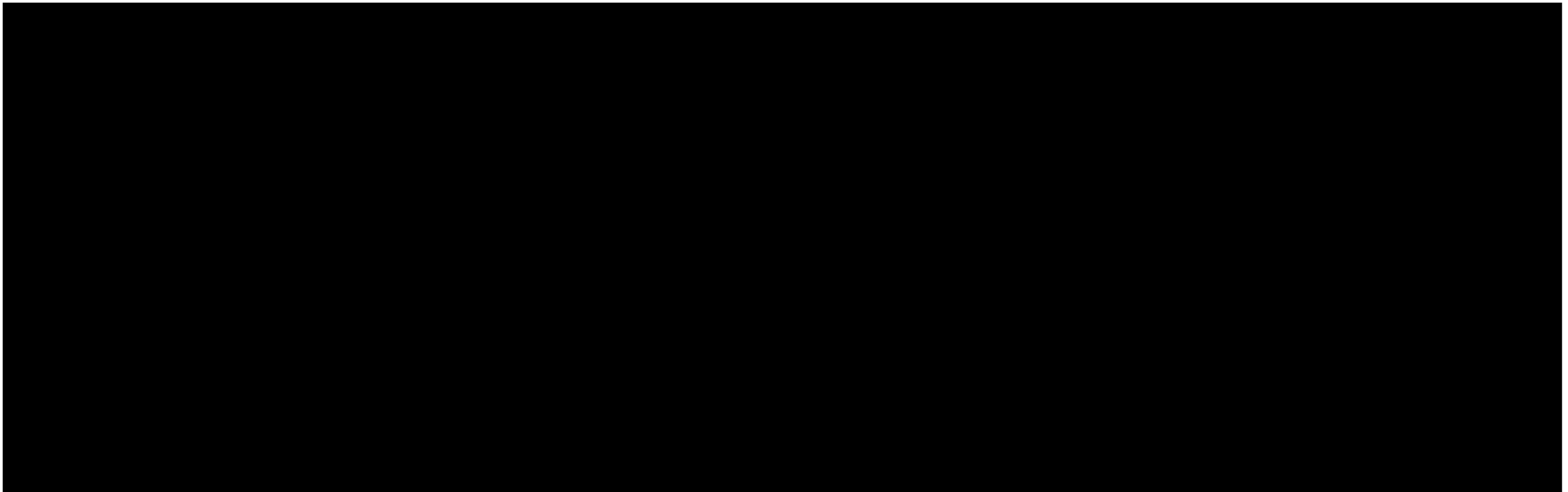
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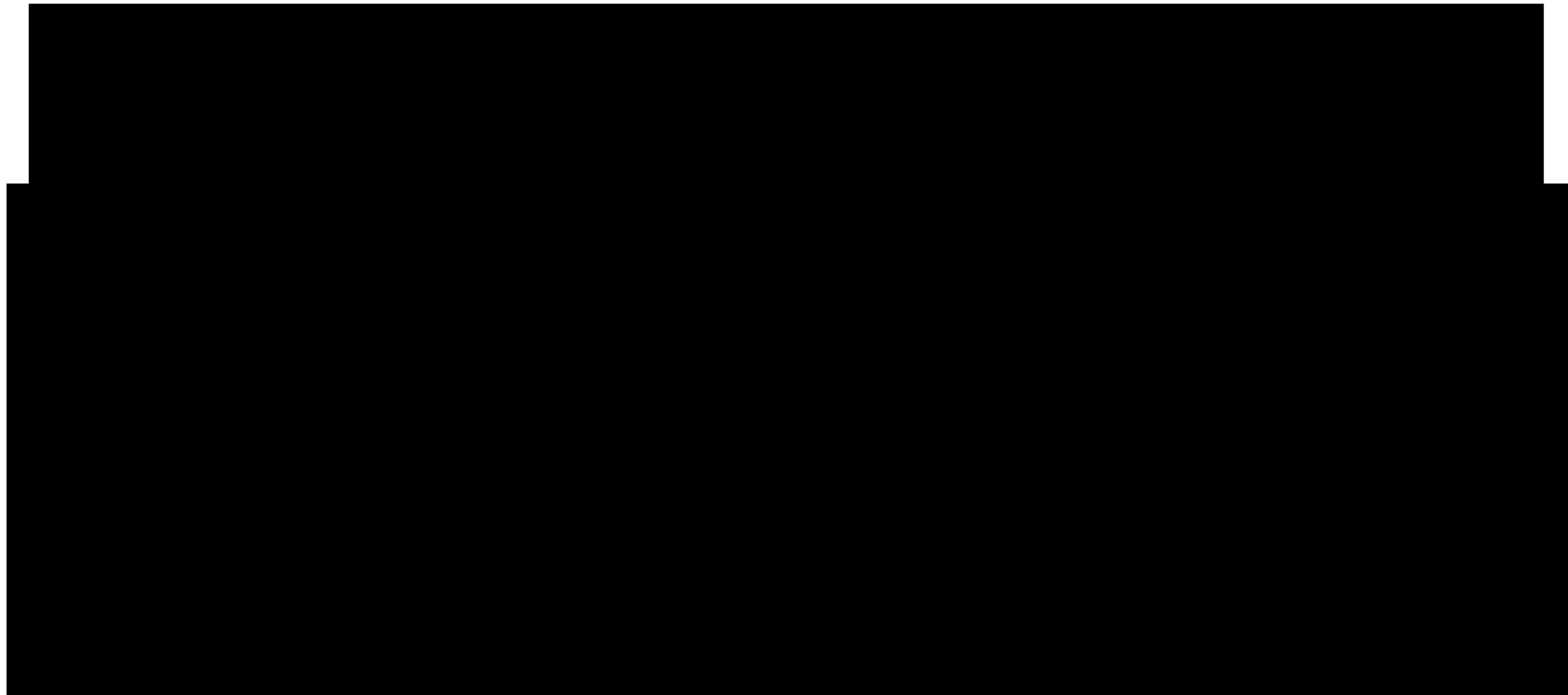
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## Call-Off Schedule 6 (ICT Services)

### 1. Definitions

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

<b>"Buyer Property"</b>	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;
<b>"Buyer Software"</b>	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;
<b>"Buyer System"</b>	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;
<b>"Commercial off the shelf Software" or "COTS Software"</b>	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
<b>"Defect"</b>	<p>any of the following:</p> <p>a) any error, damage or defect in the manufacturing of a Deliverable; or</p> <p>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</p> <p>c) any failure of any Deliverable to provide the performance, features and functionality specified in the</p>

	<p>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</p> <p>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;</p>
<b>"Emergency Maintenance"</b>	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;
<b>"ICT Environment"</b>	the Buyer System and the Supplier System;
<b>"Licensed Software"</b>	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;
<b>"Maintenance Schedule"</b>	has the meaning given to it in paragraph 8 of this Schedule;
<b>"Malicious Software"</b>	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;

<b>"Software"</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>"Source Code"</b>	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;
<b>"Specially Written Software"</b>	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;
<b>"Supplier System"</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

## **2. When this Schedule should be used**

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

### **3. Buyer due diligence requirements**

3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2 operating processes and procedures and the working methods of the Buyer;
- 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2 The Supplier confirms that it has advised the Buyer in writing of:

- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
- 3.2.2 the actions needed to remedy each such unsuitable aspect; and
- 3.2.3 a timetable for and the costs of those actions.

### **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 SubContractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2 all components of the Specially Written Software shall:
  - 4.1.2.1 be free from material design and programming errors;
  - 4.1.2.2 perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and



4.1.2.3 not infringe any IPR.

## **5. Provision of ICT Services**

4.1 The Supplier shall:

- 4.1.1 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;
- 4.1.2 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;
- 4.1.3 ensure that the Supplier System will be free of all encumbrances;
- 4.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 4.1.5 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

- 4.1 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.
- 4.2 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.
- 4.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 4.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## **9. Intellectual Property Rights in ICT**

### **9.1 Assignments granted by the Supplier: Specially Written Software**

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

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

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

### **9.1.2 The Supplier shall:**

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

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

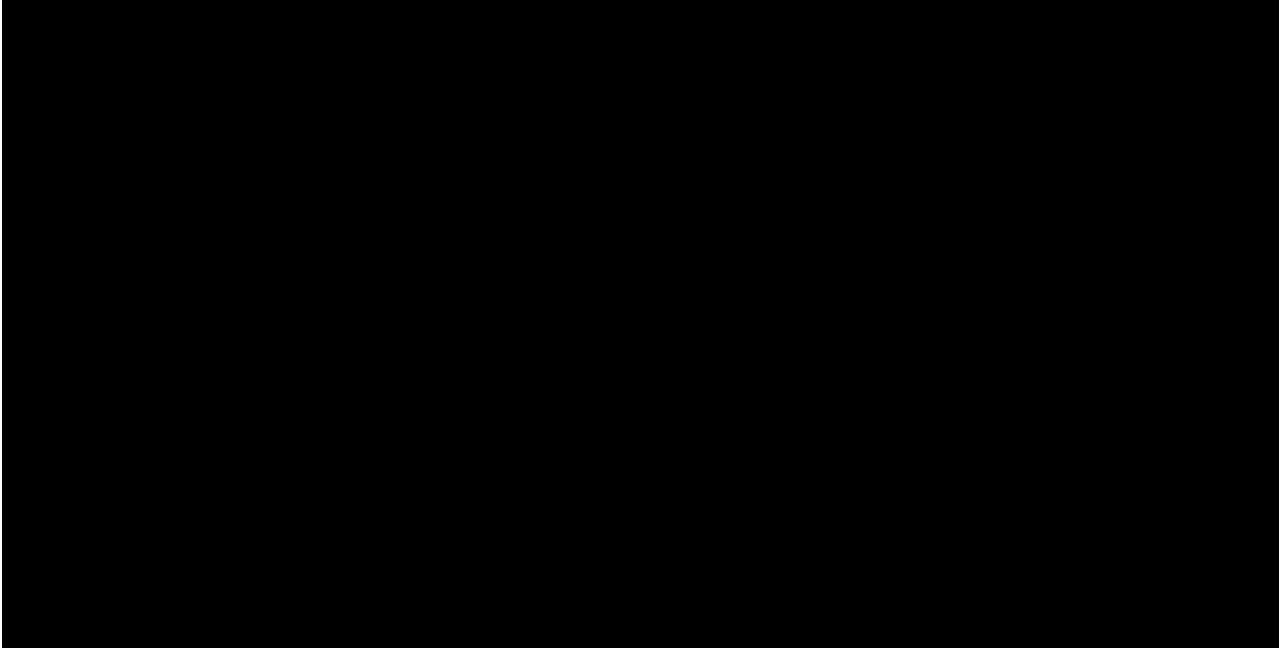
- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 If Malicious Software is 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).

## Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule 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.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The 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.



## **Annex 1- Key Roles**



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

## 1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

## 2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 Within ninety (90) Working Days of the contract 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

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- 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;

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- 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.

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### **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.

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### **9. Circumstances beyond your control**

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



## Call-Off Schedule 9 (Security)

### Part A: Short 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):

**"Breach of Security"**

1 the occurrence of:

- a) any unauthorised access to or use of the 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
- b) 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,

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

**"Security Management Plan"**

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

#### 2. Complying with security requirements and updates to them

- 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 Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

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- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

### **3. Security Standards**

- 3.1 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 security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

### **4. Security Management Plan**

#### **4.1 Introduction**

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

## **4.2 Content of the Security Management Plan**

### **4.2.1 The Security Management Plan shall:**

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites 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;
- d) 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, 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;
- e) 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 provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

## **4.3 Development of the Security Management Plan**

- ### **4.3.1**
- Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

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- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer 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.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

### **4.4 Amendment of the Security Management Plan**

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
  - b) any change or proposed change to the Deliverables and/or associated processes;
  - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - d) any new perceived or changed security threats; and
  - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
  - b) updates to the risk assessments; and

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- c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## **5. Security breach**

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
  - 5.2.1 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 to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
    - c) prevent an equivalent breach in the future exploiting the same cause failure; and
    - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any

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required change to the Security Management Plan shall be at no cost to the Buyer.

Framework Ref: RM6141

Project Version:

Model Version: v3.4

## Call-Off Schedule 10 (Exit Management)

### 1. Definitions

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	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);
<b>"Non-Exclusive Assets"</b>	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;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>"Replacement Goods"</b>	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;
<b>"Replacement Services"</b>	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;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer

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	pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	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;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	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;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## 2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the 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 ("Registers").



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### **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 Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of 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 (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 an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

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- 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;
  - 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) every six (6) 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;

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- (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 (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 period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. 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.
- 5.3 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, the provision of the Management Information or any other reports nor 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, the Parties shall vary the relevant 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

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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**"),

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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

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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.

## Call-Off Schedule 12 (Clustering)

### 1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

### 2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

### 3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:
  - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
  - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
  - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.



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- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
  - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
  - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
  - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
  - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
  - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
  - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

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## **Annex A – Cluster Members**

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
NHS Counter Fraud Authority (NHSCFA)	All services as set out in Schedule 20 – Specification.	Full duration of the contract.	N/A

# 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):

<b>"Delay"</b>	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;
<b>"Deliverable Item"</b>	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;
<b>"Milestone Payment"</b>	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;
<b>Implementation Period"</b>	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 10 working days after the Effective 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 and as the Buyer may otherwise require; and
  - 2.2.2 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.

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- 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 monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

### **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

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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 otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
    - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

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- 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 two (2) Month period.
- 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. 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,

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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;

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;

7.5.5 construct and maintain an 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) 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.

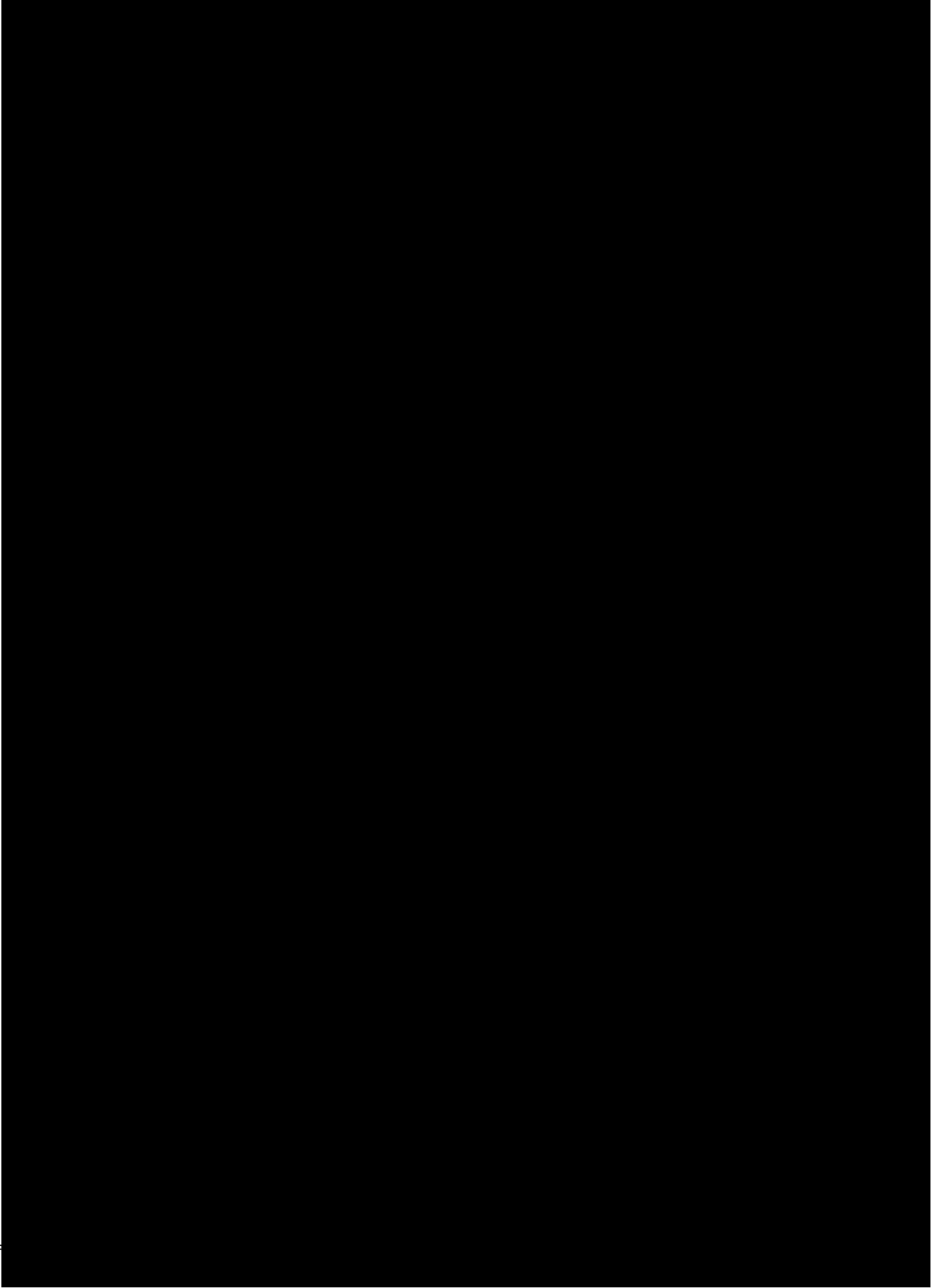
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**Annex 1: Implementation Plan**

The Implementation Plan is set out below and the Milestones to be Achieved are





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



## 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):

<b>"Component"</b>	any constituent parts of the Deliverables;
<b>"Material Test Issue"</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>"Satisfaction Certificate"</b>	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;
<b>"Severity Level"</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>"Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>"Test Issue Threshold"</b>	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;
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	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;
<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
<b>"Test Witness"</b>	any person appointed by the Buyer

## **Call-Off Schedule 13: (Implementation Plan and Testing)**

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### **"Testing Procedures"**

pursuant to Paragraph 9 of this Schedule; and

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;

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- 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 (ten) 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;

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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.

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- 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

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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.

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- 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



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(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] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Call-Off Start Date dd/mm/yyyy*].

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

### 2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

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### 2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

### 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

### 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

#### 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

#### 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

#### 2.5.3 there is no change to the Service Credit Cap.

## 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

### 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

### 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## **Part A: Service Levels and Service Credits**

### **1. Service Levels**

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### **2. Service Credits**

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

## Annex A to Part A: Services Levels and Service Credits Table

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	KPI Weight	Severity Levels
KPI 1	Timeliness of telephone translation -	% of calls answered within the agreed SLA of 90 seconds.	Every Calendar Month	35	<p>Target Performance Level: 95%</p> <p>Minor KPI Failure: 92% - 94.9%</p> <p>Serious KPI Failure: 89% - 91.9%</p> <p>Severe KPI Failure: 86% - 88.9%</p> <p>KPI Service Threshold: below 86%</p>
KPI 2	Provision of required Language	% of Calls where language required is not provided.	Every Calendar Month	35	<p>Target Performance Level: 95%</p> <p>Minor KPI Failure: 92% - 94.9%</p> <p>Serious KPI Failure: 89% - 91.9%</p> <p>Severe KPI Failure: 86% - 88.9%</p> <p>KPI Service Threshold: below 86%</p>
KPI 3	Handling of issues/ queries/	By exception, volume of complaints which	Every Calendar Month	15	<p>Target Performance Level: 0</p>

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement	KPI Weight	Severity Levels
	complaints/faults in relation to this Agreement	are the fault of the Supplier, which are NOT resolved in 5 working days.			Minor KPI Failure: 1  Serious KPI Failure: 2  Severe KPI Failure: 3  KPI Service Threshold: 4
KPI 4	Provision of Management Information on time	By exception, number of working days past the 15th working day of the month that Management Information (MI) is received.	Every Calendar Month	15	Target Performance Level: 0  Minor KPI Failure: 1  Serious KPI Failure: 2  Severe KPI Failure: 3  KPI Service Threshold: 4
KPI 5	Social Value	TBA	TBA	TBA	TBA

Service Credits are not applicable.



## Part B: Performance Monitoring

### 1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.2.3 details of any Critical Service Level Failures;
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 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:
  - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 1.3.3 be fully documented 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.

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- 1.4 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.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

## **2. Satisfaction Surveys**

- 2.1 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.

# Call-Off Schedule 15 (Call-Off Contract Management)

## 1. Definitions

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

**"Operational Board"** the board established in accordance with paragraph 4.1 of this Schedule;

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

## 2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 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.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

## 3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 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;

3.1.2 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;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 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.

3.3 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.

#### **4. Role of the Operational Board**

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 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.
- 4.4 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 Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

#### **5. Contract Risk Management**

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues; and
  - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 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 1: Operational Boards**

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

Meeting	Frequency	Location
Performance Review Meeting	Monthly	To be held online via Teams and if required by the Buyer, at the Buyers address.

## **Annex 2: Performance Monitoring Reports**

Title	Content	Format	Frequency
Headline service performance Data	<ul style="list-style-type: none"><li>• This includes number of requests for interpreters</li><li>• Number of calls, their duration, call abandonment rate, duration in which the call connected to an interpreter and the duration of telephone interpretation for each language and call response time</li><li>• Types of interpreter/linguist/translator provided</li><li>• Number of non-spoken service requests and their duration of service</li></ul>	xlsx	Monthly
Call Off Contract Charges	<ul style="list-style-type: none"><li>• Charges in the month and cumulative set out against the relevant language areas</li></ul>	xlsx	Monthly
Cancellations	<ul style="list-style-type: none"><li>• Number of cancellations in the month and to date</li></ul>	xlsx	Monthly
Complaints	<ul style="list-style-type: none"><li>• Number of complaints received</li><li>• Date the complaints were received and resolved</li></ul>	xlsx	Monthly

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	<ul style="list-style-type: none"><li>• Complainants contact details</li><li>• Nature of the complaint</li><li>• Actions agreed and taken to resolve the complaint</li></ul>		
Key Performance Indicators	<ul style="list-style-type: none"><li>• Raw data containing information for each KPI</li><li>• Summary of KPI Performance in the month and to date</li></ul>	xlsx	Monthly

## Call-Off Schedule 16 (Benchmarking)

### 1. DEFINITIONS

- 1.1 In this Schedule, the following expressions shall have the following meanings:

<b>"Benchmark Review"</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	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;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

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### **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.



## **Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref:

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### **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

## Call-Off Schedule 16 (Benchmarking)

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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.

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).

## **Call-Off Schedule 18 (Background Checks)**

### **1. When you should use this Schedule**

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

### **2. Definitions**

**“Relevant Conviction”** means any conviction listed in Annex 1 to this Schedule.

### **3. Relevant Convictions**

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

## **Annex 1 – Relevant Convictions**

Any such Relevant Conviction the Buyer deems appropriate as updated from time to time through the Call off Contract.

# 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

## Introduction

The NHS Business Services Authority (NHSBSA) is an Arm's Length Body of the Department of Health and Social Care. The NHSBSA manage over £35 billion of NHS spend annually, delivering a range of national Services to NHS organisations, NHS contractors, patients and the public. The purpose of the NHSBSA is to be a catalyst for better health and our vision is to be the delivery partner of choice for the NHS.

For further information about the Buyer, please visit [www.nhsbsa.nhs.uk](http://www.nhsbsa.nhs.uk).

The Buyer is seeking to appoint a single Supplier to provide a managed Service provision for language Services under Lot 1 of the Crown Commercial Service (CCS) Framework RM6141 for Language Services.

## 1. Background

Language Services are required throughout the UK and for the business areas listed below. The Services listed provide a brief overview, but is not an exhaustive list and may change from time to time during the term of the contract as new business Services are added or removed.

### 1.1 Contact Centre Services (CCS)

CCS are based in Newcastle Upon Tyne and Fleetwood, deals with over 4 million contacts each year and receives calls between 8:00 and 18:00 Monday to Friday and 9:00 – 15:00 on Saturdays for a number of Services streams in the organisation and for short periods have a requirement for 24-hour bespoke Services. Contact is made across a variety of channels including telephone, email, voice automation and social media.

CCS provides a shared Service of customer contact management across the Buyer's Service streams and receives calls from customers who require interpreters to fully access the Services. CCS also has some work streams which are outsourced; outsourced Services also require access to interpreting Services. In the past 12 months, there has been 440 members of staff recruited which is a combination of temporary and full-time staff.

The Supplier shall provide the Buyer with a single point of contact for this Service including a unique Freephone number. The Suppliers telephone Service shall require a dedicated non premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones, via a UK dialling code. The Supplier will support the outsourcing partner for the Buyer in accessing this telephone number.

## 1.2 Digitisation

The Buyer is undertaking a range of projects to digitise several of its Services. The user research conducted, often face to face may require interpretation and/or translation in addition to translation and/or transcription of the resultant web applications which may be the output of the project.

## 1.3 Communication and Marketing & Customer Insight and Management Information

The Communication and Marketing Team and Customer Insight and Management Information Team cascade a range of information to internal and external customers of all of the Services provided by the Customer. The Customer Insight and Management Information Team also conduct research to create insight from data and may require face to face interpretation and/or translation in addition to translation and/or transcription of data.

## 1.4 General

The Buyer is promoting inclusivity and the employment of staff who have hearing and /or visual impairments is an area of continued growth within the organisation and will require translation and interpretation Services with sign language or lipspeaking for example in addition to a number of documents being converted into braille. Through the term of the contract the Supplier should innovate their Services to continuously improve the translation provided for example utilising translation memory software to improve the quality, speed, consistency, and efficiency of Service.

# 2. Scope & Detailed Requirements

2.1 The Buyer requires a single Supplier to fulfil Language Services requirements for a duration of four years. The contract will start 18<sup>th</sup> January 2024 with the transition/implementation phase lasting approximately 2 months and officially commencing 23<sup>rd</sup> March 2024. The Supplier shall provide a managed Service provision for language Services which shall be required at any time in any location throughout the United Kingdom. The Supplier shall provide all Services detailed in Appendix 1 of Schedule 1 (Framework Specification) but primarily the following Services during the term of the call off contract:

2.2 A managed solution for all language Services.

2.2.1 The Supplier will provide an end-to-end Service to the Buyer providing language Service requirements through its own interpreters and translators via Sub-Contractors if required.

2.2.2 The Supplier will be responsible for the compliance of the Sub-Contractors used in accordance with the terms and conditions of the call off contract.

2.3 Written translation, transcription & ancillary Services

2.3.1 This Service includes the provision of a written translation, transcription and ancillary Services from English into the language requested by the Buyer or from a language (set out in Annex A) into English (or other languages).

2.3.2 Translation refers to the conversion of written documents into another language as text. In this context it also includes transcription into alternative formats such as braille, large print, audio, video or pictorial English and normal print.

## 2.4 Telephone interpreting and video language Services

2.4.1 The Services provided shall be available as immediate, scheduled or from recordings.

2.4.2 The Services shall provide both telephone and video (spoken) interpreters who shall convert a spoken language from one language to another enabling listeners and speakers to understand each other (refer to Annex 3 in Schedule 1- Framework Specification for a list of languages, however on rare occasions other languages not listed may be required).

2.4.3 Video interpreters (non-spoken) shall allow communication to take place between Deaf and Deafblind people and others requiring support to access English, and hearing people. Non-spoken Service to be provided include:

- a. Interpreting includes British Sign Language (BSL), Irish Sign Language (ISL) and foreign sign language interpreters.
- b. Non-interpreting Services include Deaf Relay (Intralingual Language modification), Lipspeakers, video relay Interpreting Services and cued speech/Makaton.

## 2.5 Non spoken face to face and video language Services

2.5.1 The Services shall provide interpreters and translators who allow communication to take place between Deaf and Deafblind people and others requiring support to access English and hearing people, in personal attendance or via agreed video conferencing technologies:

- a. Interpreting includes British Sign Language (BSL), Irish Sign Language (ISL), Foreign Sign Language interpreters and Deafblind interpreters: Visual Frame, Hands on or Manual
- b. Non-Interpreting Services include Deaf Relay (Intralingual Language modification), Lipspeakers, Speech-to-text reporting, Electronic and manual notetakers, video relay interpreting Services and cued speech/Makaton

## 2.6 Spoken face to face interpreting Services

2.6.1 The provision includes face-to-face interpreting Services (simultaneous, consecutive and whispering) whereby the meaning of what is said in one language is transferred at the event in spoken form into a second language, by an interpreter in personal attendance.

## 2.7 Implementation Services

2.7.1 The Supplier is required to adhere to the Milestones as set out in Annex 1 in Schedule 13 (Implementation Plan and Testing).

- 2.8 Circumstances may occur where it is possible for the Buyer to give at least several days' notice as set out in section 12.17 in Schedule 1 (Framework Specification). The Supplier shall provide the Buyer with a single point of contact for this Service including a unique freephone number as set out in section 12.4 in Schedule 1 (Framework Specification).
- 2.9 The Supplier shall provide an end-to-end Service with a seamless as set out in section 3.6 in Schedule 1 (Framework Specification).
- 2.10 The Supplier shall be responsible for the compliance of the Sub Contractors used in accordance with the terms and conditions of the Call off Contract as outlined in the Joint Schedule 6 (Key Subcontractors) and in accordance with all legislative and regulatory requirements.
- 2.11 The Supplier shall be required to provide appropriate training to the Buyer as set out in section 12.2 in Schedule 1 (Framework Specification).
- 2.12 The Supplier shall enable a translator or interpreter to be booked via a single point of contact as set out in section 12.3 in Schedule 1 (Framework Specification).
- 2.13 The Supplier shall have a procedure for identifying languages as set out in section 12.5 in Schedule 1 (Framework Specification).
- 2.14 The Supplier shall provide an ordering system which allows the Buyer's staff to place orders via each of the following methods:
- a. Telephone
  - b. Post
  - c. Email
  - d. Secure online/web-based order form
- 2.15 The financial model details a high-level summary of estimated annual volumes for the Services based upon historical data in relation to volumes used over 12 months from May 2022-May 2023.
- 2.16 The most common languages for the last 12 months for spoken interpretation have been Arabic, Bengali, Urdu, Kurdish Sorani and Polish. The most common languages for the last 12 months for written translation have been Welsh and Spanish.
- 2.17 All other language Services provided during this term will be required on an ad-hoc basis and will most commonly comprise translation of documents and web pages from English to Welsh and the provision of BSL interpreters.



- 2.18 By agreeing to offer Services, the Supplier does so on the understanding that there is no guarantee of Service volume or activity and is subject to change through the term in line with the Buyer's business requirements.

## 2. Other Requirements

### 3.1. Performance Requirements

- 3.1.1 The Supplier shall provide an account manager who will act as the Buyer's single point of contact, managing the relationship and interface with the supply chain. The Supplier shall contract and manage all operational tiers to ensure an uninterrupted supply of appropriately qualified translators/interpreters.
- 3.1.2 The Supplier's account manager must attend monthly contract review meetings at the Buyer's location or remotely via Teams. The purpose of these meetings will be to continuously review the quality and suitability of the Services agree where necessary changes to the Services.
- 3.1.3 The frequency of contract review meetings may be subject to review and shall incur no additional charges to the Buyer.
- 3.1.4 Prior to contract commencement, the Supplier will confirm the identity of their account manager who will handle the Buyer's account and immediately notify the Buyer of any changes.
- 3.1.5 The Supplier's account manager and the Supplier's and/or their Sub-Contractors' staff should be assigned with the appropriate qualifications and skills to undertake the assignments allocated as set out in the Schedule 1 (Framework Specification). Training for these staff should be a planned and on-going process and should cover basic and development training.
- 3.1.6 The Supplier shall ensure all translators and interpreters comply with all aspects of the NRCPD Code of Conduct <http://www.nrcpd.org.uk/> or the NRPSI Code of Conduct <http://www.nrpsi.org.uk/for-clients-of-interpreters/code-of-professional-conduct.html> or the SASLI Code of Conduct <http://www.sasli.co.uk/> or equivalents.
- 3.1.7 The Supplier shall ensure that all translators and interpreters adhere to the Code of Conduct as set out in section 4 in Schedule 1 (Framework Specification).
- 3.1.8 The Supplier shall ensure that all translations shall be completed in accordance with the Code of Professional Conduct of the ITI (Institute of Translation & Interpreting) Code of Professional Conduct of the ITI (Institute of Translation & Interpreting) [Institute of Translation and Interpreting \(ITI\)](#) or equivalents.

### 3.2 Charges and Invoicing

- 3.2.1 The cost of providing the Services shall be charged as set out in Call off Schedule 5 (Pricing Details).

- 3.2.2 Consolidated invoices shall be submitted on a monthly basis itemising charges per service to [accountspayable@nhsbsa.nhs.uk](mailto:accountspayable@nhsbsa.nhs.uk). For clarity you will be advised of the call off purchase order number to quote on all of the monthly consolidated invoices.
- 3.2.3 Payment terms shall be BACS with 30-day credit terms following receipt of an accepted, consolidated invoice per purchase order number.
- 3.2.4 A blanket purchase order will be raised for telephone interpretation for CCS.
- 3.2.5 Cancellation charges are set out section 13, 14, 15, 16 and 17 in Schedule 1 (Framework Specification). Cancellation charges (for cancellation by the Buyer) in relation to non-spoken face to face and face to face Services will be:
- Cancellation within 10> working days – free.
- Cancellation within 5-10 working days – 50% of the fee.
- Cancellation <5 working days – 100% of the fee.
- 3.2.6 Travel costs are set out in section 19 in Schedule 1 (Framework Specification). Where travel and travel-related costs can be paid to interpreters attending, the Supplier shall administer, manage and control payment of travel and travel-related costs for interpreters attending assignments. The Supplier shall ensure that this is undertaken in line within the Buyer's Travel & Subsistence Policy and must be agreed prior by the Buyer.

## **4. Management Information, Service Levels And Key Performance Indicators (KPIs)**

### **4.1 Management Information**

- 4.1.1 The Supplier must provide Management Information (MI) in the form of Performance Management Reports set out in Schedule 15 (Call-Off Contract Management) of the Call off Contract on a monthly basis during the term as set out below which may change from time to time through the Contract Period.
- 4.1.2 MI must be received no later than the 10th working day following the month end.
- 4.1.3 MI must contain the following:
- Provide monthly, annual and cumulative data.
  - Number of requests for interpreters/translation from the Buyer.
  - The number of calls, the time in which the call connected to an interpreter, their duration and the call in relation to each language including any call abandonment rate and average call response time.
  - Total Charges (per month, per year and cumulative) .
  - Type of interpreter (i.e., telephone or BSL) and language to and from provided (or not) on each occasion for the Buyer.
  - The cumulative data to cover the previous 12 months.
  - Number of appointments cancelled by the Buyer and Supplier.
  - Complaints and their status.

## **4.2 Service Levels**

- 4.2.1 The managed Service provision shall ensure that telephone interpreting and video language Services spoken and non-spoken shall be available 24 hours a day 7 days a week, every day of the year. Booking requests may be made 24 hours a day, 7 days a week, 365 per year.
- 4.2.2 Routine bookings should be made wherever possible with at least 24 hours' notice. However, there may be occasions where a more urgent request is operationally required and requested by the Buyer, the Supplier is expected to accommodate such requests. Suppliers shall be aware that urgent requirements may arise for an interpreter to be available at a specified location within half an hour, which shall be specified Buyer at the time of booking.
- 4.2.3 The managed Service provision shall ensure that written translation, transcription and ancillary Services, non-spoken face to face and video language Services and face to face interpreting Services shall be available as set out in section 3.1 and 3.2 in Schedule 1 (Framework Specification).
- 4.2.4 Written translation shall be provided from the Supplier to the Buyer within a time period agreed between the parties at the time of the translation booking being received.
- 4.2.5 Within 90 seconds of receiving a call for telephone interpretation the Supplier shall make available the Services of a telephone interpreter qualified to a minimum standard level 3 in interpreting as set out in Annex 1 of Schedule 1 (Framework Specification). The Supplier will charge for this level of interpreter unless the Buyer specifically requests an interpreter with a higher qualification.
- 4.2.6 The Buyer will monitor the performance of the Supplier throughout the Contract Period, utilising the contract rights and remedies available to ensure the Service levels as detailed in Schedule 14 (Service Levels) are met.

## **4.3 Key Performance Indicators (KPIs)**

- 4.3.1 The KPIs are set out in Call Off Schedule 14 (Service Levels). Service credits do not apply.
- 4.3.2 Supplier performance will be discussed at contract management meetings and monitored as necessary through the term of the Call off Contract.

## **5. Contract Governance, Management and Reviews**

- 5.1 The Supplier shall adhere to section 22 (Complaints) in Schedule 1 (Framework Specification).
- 5.2 Standards and Training
  - 5.2.1 Translation/interpretation Services under this agreement should always be provided by staff that are, appropriately trained, qualified and experienced in line

with the qualifications and bands set out in Annex 1 in Schedule 1 (Framework Specification)

- 5.2.2 The Supplier shall be responsible for the professional development, accountability and quality of the directly employed interpreters and translators as set out in section 9.2 in Schedule 1 (Framework Specification)
- 5.2.3 The Supplier shall provide evidence of interpreters and translators having undertaken and completed the appropriate qualifications as set out in section 9.3 in Schedule 1 (Framework Specification).
- 5.2.4 The Supplier shall maintain training records of interpreters and translators as set out in section 5.4 in Schedule 1 (Framework Specification)
- 5.2.5 The Supplier must have a robust process in place to verify any interpreter/translator as set out in 7.6 in Schedule 1 (Framework Specification).
- 5.2.6 The Supplier must have a robust process in place to ensure that the appropriate Codes of Conduct are being complied with by its interpreters and translators and are verified on an annual basis. The Supplier must also have an effective process in place to monitor the performance of interpreters and translators and address poor performance issues. The Supplier must not use any translator that does not attain the minimum requirements in relation to bands and qualifications as set out in Schedule 1 (Framework Specification).

### 5.3 Security and Confidentiality

- 5.3.1 The Supplier and any interpreters and translators employed or subcontracted for engagement in this Service must comply with legal obligations in relation to data protection and confidentiality as set out in section 4, 10 and 11 of Schedule 1 (Framework Specification).
- 5.3.2 The Supplier shall hold and maintain the Service standards as set out in section 20 of Schedule 1 (Framework Specification).
- 5.3.3 The Supplier shall ensure that all staff, and sub-contractors are security cleared as set out in section 10 of Schedule 1 (Framework Specification).
- 5.3.4 Suppliers shall conduct pre-employment checks as set out in section 10 of Schedule 1 (Framework Specification).
- 5.3.5 The Supplier shall verify the nationality and immigration status of applicants and ensure that interpreters and translators who are overseas nationals and who do not live in the UK have a valid UK permit from work permits (UK) prior to submitting them for engagement. A copy of a valid permit shall be held on file, copy shall be in date and verified as set out in section 7 (Recruitment) in Schedule 1 (Framework Specification).
- 5.3.6 The Supplier shall ensure verification of potential applicants' unspent criminal records via disclosure and barring service (DBS) certification and / or disclosure Scotland certification where appropriate and a result of the basic DBS disclosure check, including checks against both DBS barred lists. These must be performed

at recruitment and must remain valid throughout the duration of the Contract Period.

- 5.3.7 The Supplier must be aware that the Buyer may record telephone calls which involve their interpreters and translators. Any recordings will be made in compliance with the Buyer's telephone recording privacy notice which can be found at <https://www.nhsbsa.nhs.uk/our-policies/privacy/telephone-recording-privacy-notice>.
- 5.3.8 The Supplier must ensure that all data is stored and transmitted securely as set out in section 20 (Service Standards) in Schedule 1 (Framework Specification).
- 5.3.9 Supplier's recordings must be in line with a GDPR compliant privacy notice.
- 5.3.10 At the commencement of the telephone call, the Supplier must advise the Buyer's caller (in their chosen language) of the Buyer's and the Supplier's privacy notice relating to the recording of calls where applicable.

## 6. Sustainability, Health, Safety & Environmental

- 6.1 The Supplier shall ensure it complies with the law in relation to the health, safety and welfare of all staff supplied for this Service including those of sub-contractors and when on site at the Buyer's premises will comply with the Buyer's health and safety policies.
- 6.2 The Supplier shall comply with the Buyer's environmental policy whilst at the Buyer's premises. Links to the Buyer's policies can be found at <https://www.nhsbsa.nhs.uk/what-we-do/safety-health-and-environment>.
- 6.3 The Supplier shall comply with the government buying standards and may be required during the Contract Period to provide information to evidence conformance from time to time.
- 6.4 The Supplier must deliver the Service ethically and comply with obligations in relation to the Modern Slavery Act and demonstrate a proactive approach to minimising the potential for any breaches of the act itself and within its supply chain.
- 6.5 The Supplier must comply with the Social Value Act:
  - 6.5.1 The Public Service (Social Value) Act requires authorities to consider social, economic and environmental benefit in all contracts for Services. The government Social Value Model sets out government's social value priorities for procurements. There are 5 themes identified in the model. The social value priority in this procurement is Theme 5: Improve community integration.
  - 6.5.2 The NHSBSA's diversity and inclusion strategy [Diversity and Inclusion Strategy \(1\).pdf \(nhsbsa.nhs.uk\)](#) aims to make a positive social impact on individuals who are often marginalised and the organisations representing them, extending the reach of our organisation into society (Objective 7).
  - 6.5.3 The Buyer requires the Supplier to develop an approach which supports NHSBSA's overarching aims for Diversity and Inclusion for the above objective.



**Annex A****Framework Schedule 1 (Specification)**

This Schedule sets out what we and our buyers want.

The Supplier must only provide the Deliverables (e.g. services) for the Lot that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its service requirements for entering a particular Call-Off Contract.

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ANNEX 1 - QUALIFICATIONS

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ANNEX 4 – REGIONAL AREAS



## 1 INTRODUCTION

- 1.1 The Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Language Services including Translation, Transcription and Ancillary Services, Spoken Telephone and Spoken and Non-Spoken Video Interpreting Services, Spoken and Non-Spoken Face to Face Interpreting Services and a Quality Assurance Service. The Framework Agreement shall comprise 6 Lots of which Lot 4 and 5 will have sub lots broken down by region.
- 1.2 The purpose of this Framework Schedule 1 (Specification) is to provide a description of the Services that the Supplier shall be required to deliver to the Buyer under each Lot.
- 1.3 This Framework Agreement shall be available to public sector organisations as set out in section VI.3 - Additional Information of the OJEU throughout the United Kingdom and overseas.
- 1.4 The requirements span a wide and diverse customer base who will require a variety of specialisms. These shall include, but are not limited to, criminal justice procedures, legal, medical and medical trauma, pharmaceutical, financial, IT, media, children, mental health, transportation, engineering, procurement, marketing, housing, benefits, immigration, defence, security, technical and government (central and local).
- 1.5 The Services required under the Lotting structure of this Framework Agreement and all Standards set out in this Specification and Appendices may be refined (to the extent permitted and set out in the Call Off Schedules) by the Buyer during a Call Off Procedure to reflect its own Service Requirements.
- 1.6 This Framework Schedule 1 describes the requirements which the Supplier must be able to provide in full upon request from the Buyer. The services described in this Schedule represent the typical requirements utilised by the customer base, however this is not exhaustive and additional services, languages and Qualifications may be added if required. Therefore, the Buyer is not restricted to services described and may seek additional requirements as long as they are relevant to the broad heading of the Lot.

## 2 DESCRIPTION OF LOTS

### 2.1 Lot 1 – National Managed Service:

The provision of a Managed Service throughout the United Kingdom. This provision will enable one, some or all services to be called off which will be delivered via a Supplier awarded onto Lot 1. Suppliers must provide a tailored solution that covers advisory services, administrative support and efficient business processes through the delivery of the Buyers language service requirements.

- Spoken and Non-Spoken Translation, Transcription & Ancillary Services
- Spoken Telephone & Spoken and Non-Spoken Video Interpreting
- Spoken and Non-Spoken Face to Face Interpreting

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 1.

### 2.2 ~~Lot 2 – Translation, Transcription & Ancillary Services~~

~~The provision of Translation, Transcription and Ancillary Services throughout the United Kingdom.~~

- ~~**Translation:** The conversion of written documents into another language as text.~~
- ~~**Transcription:** The conversion of audio or video files into a written format.~~
- ~~**Ancillary Services:** Additional services which support the translation/transcription service.~~

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Please note this Lot will not support any Non Spoken elements such as Braille or In vision BSL. Please refer to Lot 4 for these services.—

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 2.—

—

### 2.3 ~~Lot 3 Telephone and Spoken Video Interpreting~~

The provision of a Telephone Interpreting and Spoken Video Language Services throughout the United Kingdom.—

This includes the provision of a consecutive and simultaneous interpreting either by telephone or video technology. The interpreter in all cases must convert the spoken language from one language to another enabling listeners and speakers to understand each other.—

The Services which shall be provided under this Lot include:—

- A scheduled telephone/video interpreting service for customers who prefer to book an interpreter in advance of an Assignment.—
- On-demand Telephone Interpreting for non-English speakers who need to use an Interpreter immediately over the telephone.—
- In some instances, it may be possible to provide an on-demand video interpreting service but this will be agreed between the Supplier and Buyer at Call Off.—

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 3.—

—

### 2.4 ~~Lots 4a to 4l Non Spoken Language Services~~

The provision of Non Spoken Face to Face Interpreters, Video, Translation and Transcription services throughout the United Kingdom (see Annex 4). The Lots are as follows:—

4a North East	4b North West
4c Yorkshire and the Humberside	4d East Midlands
4e West Midlands	4f East of England
4g London	4h South East
4i South West	4j Wales
4k Scotland	4l Northern Ireland

This Lot will enable communication to take place between Deaf, Deafblind and others requiring support to access English via face to face interpretation, video technology, written translations and transcription services specific to the non-spoken community.—

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 4.—

### 2.5 ~~Lots 5a to 5m Regional Managed Service~~

The provision of a Managed Service Provision throughout the United Kingdom and Overseas broken down by region (Annex 4). This provision will enable one, some or all services to be called off which will be delivered via Supplier awarded to the specific region. Suppliers shall provide a tailored solution that covers advisory services, administrative support and efficient business processes through the delivery of the buyer's language service requirements. The Lots are as follows:—

## PSC Core Terms

<del>5a North East</del>	<del>5b North West</del>
<del>5c Yorkshire and the Humberside</del>	<del>5d East Midlands</del>
<del>5e West Midlands</del>	<del>5f East of England</del>
<del>5g London</del>	<del>5h South East</del>
<del>5i South West</del>	<del>5j Wales</del>
<del>5k Scotland</del>	<del>5l Northern Ireland</del>
<del>5m Overseas &amp; UK</del>	

~~The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 5.~~

## 2.6 ~~Lot 6~~ **Quality Assurance Services**

~~The provision of a Quality Assurance Service for Buyers of the Framework Agreement.~~

~~This includes the provision of quality checks on the services provided by Suppliers who are awarded a place on the Framework and any Interpreters/Translators used to deliver a Call Off Contract via the Framework.~~

~~The Services delivered under this Lot include:~~

- ~~• Assessment of a recorded face to face booking (audio or video)~~
- ~~• Assessment of a live booking in person (Spoken & Non Spoken)~~
- ~~• Assessment of a telephone interpretation~~
- ~~• Assessment of a video interpretation (Spoken & Non Spoken)~~
- ~~• Assessment of Spoken/Non Spoken language Interpreter via Video Role Play~~
- ~~• Assessment of translated documents~~
- ~~• Assessment of transcriptions~~
- ~~• Checking that the requirements in the booking have been met by the Supplier~~

~~The Supplier awarded to the Quality Assurance Lot cannot be part of any of the other Lot to prevent conflict of interests arising.~~

~~The Supplier must be able to provide all the services described in Appendix 6.~~

## 3 **MANDATORY SERVICE REQUIREMENTS (LOTS 1-5 ONLY)**

- 3.1 Face to Face Services shall be available between 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends. An additional out of hour's facility shall be made available between 18:00hrs and 08:00hrs.
- 3.2 Telephone and Video Interpretation shall be available 24 hours a day, 365 days a year.
- 3.3 The Supplier must have the capability to upscale their service delivery to ensure continuity of service throughout the lifetime of the Framework so that the on boarding of new Buyers does not affect the service received by existing Buyers.
- 3.4 The Supplier shall work with the Buyer to enable enhanced value for money through the reduction of procurement costs, Supplier management costs, bidding cost of the supply market and to access economies of scale relative to the size, value and status of the particular requirement.
- 3.5 The Supplier shall provide a tailored solution that covers advisory services, administration support and efficient business processes through to the delivery of the language service requirements.

## PSC Core Terms

- 3.6 The Supplier shall provide an end-to-end service with a seamless process to the end user, providing Language Service requirements, through its own Interpreters/Translators, contracted Interpreters/Translators and via Sub Contractors if required.
- 3.7 The Supplier shall provide supporting services such as:
- Strategy and policy advice, for example advising how savings could be made by switching delivery channels;
  - Centralised management information to provide insightful analysis to inform policy and decision making;
  - Consolidating invoicing for the provision of the entire service.
- 3.8 The Supplier shall ensure that any added value and saving benefits are embedded into the service delivery for Buyers.
- 3.9 The Supplier shall ensure that more efficient and innovative ways of working are shared with the Buyer and any added value and/or savings are passed on to the Buyer.
- 3.10 Interpreters may need to attend Government offices or venues in the UK at no cost to the Buyer or the Interpreter, for example for court purposes to verify the timings and/or content of previous conversations.
- 3.11 Interpreters/Translator shall provide subsequent witness statements as and when mandated by Legal Body(s) and/or Contracting Authority at no additional cost to the Buyer.
- 3.12 The Supplier shall ensure that the Buyer can request a United Kingdom (UK) based Interpreter who has permission to work in the UK.
- 3.13 The Supplier must host a website clearly stating it is a provider to the Crown Commercial Service and what Lots the Supplier has been awarded to. The Website should also include contact details for the Commercial Agreement Manager of the Framework.
- 3.14 All interpreters/translators must carry an official photo ID e.g. driving license or passport, to all assignments which should be valid within 12 months.
- 3.15 All interpreters/translators must carry evidence of any declared security clearances to all assignments. The evidence must confirm the level of clearance assigned to the individual and the date it is valid to.

**4 CODE OF CONDUCT (LOTS 1-5 ONLY)**

- 4.1 As part of the delivery of the Framework, Suppliers must have a Code of Conduct in place which all Interpreters/Translators who will be utilised in the delivery of Services under the Framework must agree and comply with, unless registered with a Regulatory Organisation in which case the Regulatory Organisations Code of Conduct can be used. The Code of Conduct shall request the Interpreters/Translators:
- Maintain confidentiality at all times and not seek to make personal gain through information disclosed during their work.
  - Only accept assignments which they have the competence to carry out to the standard required by the Buyer.
  - Not pass on or subcontract any assignments to other individuals irrespective of their ability to deliver the requirement.

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- Act impartially and professionally in all actions related to the provision of Language Services under this Framework Agreement.
- Not discriminate for or against parties, either directly or indirectly, on any grounds including, but not limited to race, colour, ethnic origin, age, nationality, religion, gender, sexuality, disability, or political allegiance.
- Disclose to the Buyer any information, including criminal record, which may make them unsuitable in any particular case.
- Disclose immediately if there is any conflict of interest due to the end user being known to the Interpreter/Translator. It will then be at the discretion of the Buyer to determine whether to proceed with the booking.
- Disclose any business, financial, family, or other interest, whether personal or otherwise, which they might have in relation to the matter being held.
- Not accept payment for information about the Authority or details of the Buyer's assignments or information shared as part of the assignment.
- Not engage in any behaviour likely to discredit the Authority including, but not limited to, impairment through drugs or alcohol, sexual misconduct, violence, intimidation or abusive behaviour.
- Highlight any areas of concern, poor practice or potential safeguarding issues they identify in the course of their duties to the Supplier, who shall bring these to the attention of the Authority.
- Always act in accordance with the Ethical Standards of their Professional Bodies, where membership is held.
- Always have an official photo and evidence that any declared security clearances are still valid.

4.2 The Supplier should have a process in place to ensure that agreement to the Code of Conduct is renewed annually.

4.3 The Supplier must have a procedure in place to ensure a fair and transparent process is provided to any Interpreter/Translator who is accused of being in breach of the Suppliers Code of Conduct. This process must allow for:

- a fair and transparent investigation
- where a breach has occurred a proportional outcome
- If necessary the removal of the individual from being used on the Framework.

Where there is a breach relating to an Interpreter/Translator that is a member of a Regulatory Body the Supplier should work collaboratively with the Body to ensure a resolution can be achieved.

4.4 The Supplier shall ensure that UK based British Sign Language (BSL) Interpreters, Lip speakers, Speech to Text Reporters and any Interpreters for the Deafblind are registered with either the National Register for Communication Professionals for the Deaf and Deafblind (NRCPD) or the Scottish Register of Language Professionals with the Deaf Community (SRLPDC). This is only relevant for Lots 1, 4 and 5.

4.5 The Supplier may be asked by the Buyer to comply with their Code of Conduct in addition at Call-Off Contract stage.

**5 COMPLIANCE (LOTS 1-5 ONLY)**

- 5.1 The Supplier shall provide cooperation to the Authority, Buyer and Quality Assurance Provider to enable compliance with the Framework and Call-Off Contract to be tested.
- 5.2 In the event of an Interpreters/Translators quality, ability, or integrity being compromised in any way, the Authority, Buyer or the Quality Assurance Provider shall reserve the right to require the Supplier to cease to deploy that individual on any Call-Off Contract under the Framework. Each decision shall be taken on a case by case basis and be appropriately evidenced and supported.
- 5.3 The Supplier shall provide the Authority, Quality Assurance Provider and/or Buyer with the details of any person employed or contracted as part of the Call Off within five (5) working days. Inclusive of this request the Authority, Quality Assurance Provider and/or Buyer may request the following:
- List of qualifications including supporting evidence.
  - Confirmation of individual right to work in the UK including supporting evidence.
  - List of Security Clearances held including supporting evidence.
  - List of previous experience and supporting evidence.
  - Evidence of Continuous Professional Development (CPD).
- 5.4 The Supplier shall ensure the records of onboarded Interpreters/Translators are kept up to date to reflect the validity of their qualifications, security clearances and right to work in the UK. These records should be held in a secure manner and upon request shared with either the Authority, Buyer and/or Quality Assurance Provider within 5 working days.
- 5.5 The Supplier shall ensure that any Interpreters and/or Translators that may be used to deliver services under the Framework are informed that they may be required to undertake an assessment under the provision of Lot 6 by the Quality Assurance Provider.
- 5.6 The Supplier shall ensure that any Interpreters and/or Translators that may be used to deliver services under the Framework are informed that their records may be requested by the Authority, Buyer and Quality Assurance Provider to ensure that they meet the minimum requirements to be utilised as part of the delivery of the Framework.
- 5.7 The Supplier must work in collaboration with the Authority and/or Buyer to ensure that any outcomes from a Compliance Review are acted upon and done so in a time period determined by the Authority and/or Buyer.
- 5.8 If necessary, the Supplier must allow the Authority, Quality Assurance Provider and/or Buyer access to the Supplier's premises to undertake checks to determine the mandatory requirements set out in this specification are being met.

**6 DUTY OF CARE (LOTS 1-5 ONLY)**

- 6.1 Notwithstanding the requirements set out in the Schedule 5 (Corporate Social Responsibility) the Supplier must make the following provision.
- 6.2 The Supplier must ensure that the current Health and Safety legislation applies to both the physical and psychological health of Interpreters/Translators and that an organisation's Health and Safety policy in place to cover this. Suppliers shall have a 'duty of care' to protect psychological as well as physical health and to act in a reasonable manner in the light of what is known about psychological reactions to traumatic events.

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- 6.3 Suppliers must have Standard Operating Procedures in place to prevent Interpreters/Translators being unduly traumatised due to the nature of some assignments and provide appropriate aftercare e.g. access to counselling services.
- 6.4 Suppliers will have a process which enables Interpreters/Translators to opt in/out of types of assignments which they feel uncomfortable with.
- 6.5 Upon request the Supplier must provide evidence of the policy and processes they have in place to demonstrate how they manage their Duty of Care responsibilities to either the Buyer and/ or the Authority.

**7 RECRUITMENT AND APPOINTMENT OF INTERPRETERS AND TRANSLATORS (LOTS 1-5 ONLY)**

- 7.1 This section describes the mandatory requirements linked to the recruitment and appointment of Interpreters/Translators that the Supplier is obligated to fulfil irrespective of whether the Interpreter/Translator is employed or contracted on a freelance basis as part of the delivery of this Framework.
- 7.2 Suppliers shall ensure that their Framework pricing allows for the full recruitment process as no allowance will be made by the Authority or Buyer for price increases due to Suppliers having to improve and/or amend their recruitment process.
- 7.3 The Supplier should maintain and actively support recruitment of new Interpreters/Translators to support the delivery of services and any subsequent Call Off Contract they bid for. The Authority and/or Buyer may request evidence of the Supplier's activity and may ask for additional processes to be included which will be determined at the Call Off stage.
- 7.4 The Supplier must have in place robust recruitment and appointment procedures that ensure the Interpreters/Translators are suitably qualified to deliver any requirements which may be required under the Lot(s) the Supplier has been awarded a place on.
- 7.5 The Supplier shall employ and or contract relevant and linguistic specific, qualified language assessors/testers/teachers to conduct the interview process as appropriate.
- 7.6 Prior to appointing any Interpreter/Translator to undertake an assignment under the Framework the Supplier shall ensure an application form is completed capturing the following:
  - Evidence of experience including references to demonstrate they meet the requirements of the relevant Banding as per Annex 2.
  - Qualifications including supporting evidence to verify.
  - Current security clearances and evidence to verify.
  - Right to work and evidence to verify.
  - The Interpreters/Translators National Insurance Number (NINO) must be obtained as this will act as a unique reference.

The Supplier must validate the information provided to ensure it is accurate, including checks with relevant Regulatory Bodies/References if necessary. All of the above must be stored in a secure digital database. Upon request some or all of the above must be made available to the Authority, Buyer or Quality Assurance Provider within 5 working days in a digital format.

- 7.7 The Supplier shall ensure that information is obtained as to whether Interpreters/Translators are suspended from duty with any other organisation, including Regulatory Bodies.



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- 7.8 Where the Supplier suspends any Interpreter/Translator who is a member of a Regulatory Body they shall inform the relevant Regulatory Bodies
- 7.9 The Supplier shall provide confirmation of the number of suspensions on a quarterly basis to the Authority.
- 7.10 The Supplier shall undertake individual face-to-face selection interviews in a location that is secure and private for all potential Interpreters/Translators that are short-listed and may be recruited or appointed. Where face to face selection interviews are not practical they may be conducted via another channel i.e. telephone/video conferencing and in any event the Supplier shall ensure that adequate controls are in place to support robust procedures in the identification and verification of the Interpreter/Translator.
- 7.11 The Supplier shall test that the Interpreter/Translator can communicate clearly and effectively in both English and their chosen language or dialect (i.e. they are readily able to understand and be understood).
- 7.12 The Supplier shall ensure that Interpreters/Translators are aware and have sufficient knowledge of relevant legislative requirements to the specific industry sector or specialist area that they are working in e.g. Health and Education, working with vulnerable people and confidentiality issues.
- 7.13 The terms and conditions of the Interpreters/Translators legal relationship; full/part time employment, associate or self-employed to the Supplier shall be given to the Interpreter/Translator in full and in writing before the Supplier accepts the Interpreter/Translator for work. This agreement must set out how their information may be shared with the Quality Assurance Provider, Buyer, Authority and Regulatory Body. The terms and conditions shall also state that as part of the terms of any Call Off under the Framework the Interpreter/Translator may be subject to a Quality Assurance Check undertaken by the Quality Assurance Provider which could result in them being suspended from any assignment associated with that specific Call Off Contract.
- 7.14 The Supplier shall keep a record of any formal interview conducted with Interpreters/Translator. Information in relation to the interviews shall be held within a secure database system (refer to section 11 Data Security) and be made available to the Authority, Buyer or Quality Assurance Provider upon request within 5 working days.
- 7.15 The Supplier shall keep a secure database (refer to section 11 Data Security) which holds evidence to demonstrate that all Interpreters/Translators possess the qualifications, competencies and skills to meet the standards required by the Authority and/or Buyer as part of the delivery of a Call Off. The database should ensure that each Interpreter/Translator has their NINO recorded to act as a unique identifier. This system shall be made available to the Quality Assurance Provider and/or Authority upon request within 5 working days.

## 8 CRIMINAL JUSTICE SYSTEM (LOTS 1-5 ONLY)

- 8.1 This section describes the mandatory Professional Requirements for Interpreters/Translators within the Criminal Justice System.
- 8.2 A protocol on arrangements for the use of Interpreters/Translators in investigations and proceedings within the Criminal Justice system has been established between police, courts and other legal agencies. The Protocol relates to the Police and Criminal Evidence Act 1984 (PACE) and the Directive of 2010S/64/EU of the European Parliament and Council and of the Council of 20 October 2010 on the right to interpreting and translating criminal proceedings. The standardised requirement is that an Interpreter(s) working in a court, police station and/or other legal agencies should, be registered ("full" status with law option) with the National Register of Public Service Interpreters (NRPSI) or the National Registers of Communication Professionals working with Deaf and Deafblind people (NRCPD) or the Scottish Register of Language Professionals Working with the Deaf Community (SRLPDC). The



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Supplier shall ensure that any Interpreters provided on any Assignment to the Criminal Justice System meets this requirement.

- 8.3 If, for any assignment, it is impossible to select an Interpreter from the NRCPD/SRLPDC and/or NRPSI registers, the Supplier shall ensure that the Interpreter selected meets, as an absolute minimum, standards at least equal to those required for registration, in terms of academic qualifications and proven experience of interpreting within the Criminal Justice System and professional accountability before the assignment. Where this is the case, the Supplier shall notify the Buyer as soon as possible to seek approval to proceed.
- 8.4 If at any point this protocol in 8.2 is amended or replaced (whether by enhancement, another agreement or by alternative Government arrangements), Suppliers shall ensure that they are fully aware of the changes and they shall comply with the new arrangements once they are enforced.

## 9 TRAINING AND CONTINUING PROFESSIONAL DEVELOPMENT (LOTS 1-5 ONLY)

- 9.1 This section describes the mandatory training and continuous personal development (CPD) requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework.
- 9.2 The Supplier shall be responsible for the professional development, accountability and quality of the directly employed Interpreters/Translators used to provide services to the Buyer. Where the Interpreter/Translator is not directly employed by the Supplier shall ensure that they have the correct level of professional development, training, and quality to perform the assignment allocated to them and they have access to guidance on how to improve their skills.
- 9.3 The Supplier shall provide evidence to demonstrate Interpreters/Translators have undertaken and completed foundation, accredited training and shall ensure their Interpreters/Translators are working towards the appropriate qualifications at an appropriate level as set out in Annex 1. For rare/specialist Languages as listed in Annex 3 Suppliers shall ensure that Interpreters/Translators are able to provide evidence of having received basic translation and/or interpreter awareness (Linguistic model-based) and induction training (of a suitable and sufficient duration and content).
- 9.4 Where the Interpreter/Translator is directly employed by the Supplier any training and continuing professional development (CPD) shall be provided by and at the expense of the Supplier. The Supplier shall not pass on any costs of such training to the Interpreter/Translator.
- 9.5 The Supplier shall regularly assess and monitor the performance of individual Interpreters/Translators and address poor performance issues. The Supplier should keep a digital record of this activity which may be requested by the Authority, Quality Assurance Provider and/or Buyer.

## 10 SECURITY VETTING/CLEARANCES (LOTS 1-5 ONLY)

- 10.1 This section describes mandatory requirements for Security Vetting/Clearances the Supplier shall be obligated to fulfil as part of the delivery of the Framework.
- 10.2 The Supplier shall ensure that all staff, whether employed or contracted including Interpreters/Translators and sub-contractors are security cleared to the appropriate level as specified by the Buyer, prior to them undertaking work on this Framework.
- 10.3 As a minimum, for all Central Government Departments and members of the Armed Forces, a Baseline Personnel Security Standard (BPSS) or an equivalent of BPSS of all Supplier Personnel, all Interpreters/Translators and all approved subcontractors must be undertaken by the Supplier in accordance with [HMG Baseline Personnel Security Standard](#). It will be the responsibility of the Supplier to ensure that this minimum standard is met throughout the duration of the Framework or Call-Off Contract, whichever lasts longer.

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- 10.4 The Suppliers may be required to comply with [List X](#) security requirements if requested by the Buyer at Call-Off Contract stage.
- 10.5 The Supplier's staff and or contracted Interpreters/Translators may be required to sign the Official Secrets Act 1911-1989 and/or a Buyer's confidentiality agreement if requested at the Call-Off Contract stage.
- 10.6 All employees of the Supplier and Interpreters/Translators contracted to undertake assignments to deliver the Buyers requirements must comply with the Buyers vetting procedures as outlined within the Call-Off Contract. These may include, but are not limited to, the additional vetting as follows:
- Baseline Personnel Security Standard **(Tier 1)**
  - Disclosure Barring Service Check (DBS) including an enhanced version of this check **(Tier 1)**
  - Disclosure Scotland **(Tier 1)**
  - Access Northern Ireland **(Tier 1)**
  - Counter Terrorism Check (CTC) **(Tier 2)**
  - Security Check (SC) including an enhanced version of this check. **(Tier 2)**
  - Developed Vetting (DV) **(Tier 2)**
- 10.7 The Authority and Buyer accepts no liability for costs incurred in the process of administering such disclosure certification, including those listed under section 10.6 and should be included within the Framework pricing.
- 10.8 The Supplier shall comply with the relevant guidance for any vetting including any requirements agreed by the Buyer at the Call Off stage which may include the administration of managing the clearances.
- 10.9 Where a Supplier must utilise an Interpreter/Translator of a higher clearance than stipulated at the point of booking, the Supplier must not pass any additional costs to the Buyer.
- 10.10 The Supplier must maintain accurate records in a secure manner (see paragraph 11 Data Security) to evidence compliance with the security requirements and/or any additional requirements set out by the Buyer at the Call-Off Contract stage. These must be provided to the Authority, Quality Assurance Provider and/or Buyer upon request within 5 working days.
- 10.11 Security of Suppliers' premises will be reviewed on an annual basis to ensure appropriate security levels are in place to reduce the risk to the Buyer and their assets.
- 10.12 The Supplier may be required to implement physical, technical, personnel and procedural security controls as part of a layered or defence in depth approach to security that effectively balances prevention, detection, protection and response. The Buyer will stipulate their precise requirements at the Call-Off Contract stage.
- 10.13 The Supplier shall ensure that a robust Security Incident/Breach procedure is in place for their premises and the Buyer informed immediately of any compromise to the Supplier and/or Buyers' assets.

**11 DATA SECURITY (LOTS 1-5 ONLY)**

- 11.1 This section describes the Data Security requirements that the Supplier shall be obligated to fulfil as part of the delivery of Framework.
- 11.2 The Supplier must comply and remain compliant with the [HMG Security Policy Framework \(SPF\)](#) due to the sensitive nature of some of the information contained as part of the delivery of the Framework and subsequent Call Offs.

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- 11.3 The Supplier must ensure that the appropriate level of data security is implemented in the provision of the Services to maintain acceptable risk levels for the handling of data securely as defined by the Buyer at Call Off stage.
- 11.4 The Supplier may be asked to provide services for Secret and Top Secret content (for more information see [here](#)), as such Supplier(s) may be asked to meet the following criteria:
- Provide secure authentication using unique credentials, mandates a session time-out or lockout period for periods of inactivity requiring authentication.
  - Restrict the use of copy and paste functionality to prevent leakage from outside of the tool's local environment.
  - Restrict the use of print screen functionality.
  - Prevent data from being downloaded to a local environment in an uncontrolled or un-encrypted (plain text) manner which may lead to data loss, leakage or uncontrolled data retention within the local environment.
  - Secure file/data encryption while in transit and at rest.
  - Provide an automated access denial mechanism to the raw data and the final product once completed. Where possible all records of raw data, communications, final output and hand-written notes must be deleted. The Provider must have all relevant processes, controls and audit trails to demonstrate that this is fully undertaken.
  - Provide secure access that restricts the ability for anyone to download the whole memory onto their local environment for local analysis.
- 11.5 Interpreters/Translators shall not keep notes of the assignment electronically. Any paper notes made by the Interpreter shall be cross shredded and securely disposed of in a manner that complies at least with HMG Standard No.5 (IS5) or its equivalent.
- 11.6 The Supplier, any Subcontractors, Interpreters/Translators and systems utilised to deliver services under the Framework must maintain data in line with the requirements set out in Joint Schedule 11 (Data Processing). Suppliers must also ensure that any changes/replacements to these laws are enacted according to the requirements set out by HMG.
- 11.7 All directly employed staff must receive training on GDPR and the Data Protection Act and evidence of this training must be maintained for the duration of the Framework Agreement and/or Call Off. This may be requested by the Authority, Quality Assurance Provider and/or Buyer and must be supplied within 5 working days.

**12 BOOKING PROCESS (LOTS 1-5 ONLY)**

- 12.1 This section describes the mandatory Booking process requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework.
- 12.2 The Supplier must provide appropriate training to each Buyer placing a Call Off Contract free of charge. This training shall cover all procedures relating to the Call Off Contract ensuring people are conversant with the booking process and how to use the appropriate booking forms/portal. The creation and information captured as part of the booking template should be done in agreement with the Buyer.
- 12.3 The Supplier shall enable an Interpreter/Translator to be booked via a single point of contact which the Buyer can access 24 hours a day 365 days a year.
- 12.4 The Supplier shall provide the Buyer with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non-premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

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- 12.5 The Supplier must have a procedure for identifying languages in those instances where the Buyer staff have been unable to do so.
- 12.6 The Supplier shall provide a booking system which allows the Buyer's staff to place orders via each of the following methods:
- Telephone
  - E-mail
  - Secure on-line portal / web-based order form
  - Purchase to Pay
  - Facsimile
- 12.7 The Supplier should have secure processes in place which enable the transfer of documentation from the Buyer to the Supplier 24 hours a day, 365 days a year. For instance, the submission of documentation for translation assignments. Where this process is digitally enabled it should meet the requirements set out in section 11 - Data Security.
- 12.8 Where a web based or other innovative technology-based booking solution is offered this should employ an appropriate level of encryption (as agreed with the Buyer and in accordance with HMG standards) to prevent interception of data contained within the booking process. Buyers may require an increased level of encryption details of which shall be established at Call-Off Contract stage.
- 12.9 The Supplier shall provide a Freephone helpdesk facility to provide advice and support on booking, invoicing, performance issues, general enquiries, Interpreter/Translator status and any other day to day enquiries.
- 12.10 The required level of qualifications, skills, competence, experience, registration (where appropriate) and security vetting/clearance (as per section 10 - Security Vetting/Clearance) may vary from assignment to assignment. The Buyer shall specify the minimum standards required at the Call-Off Contract stage and subsequent bookings as part of the delivery of the contract.
- 12.11 The Supplier shall request the following additional information to share with the Interpreter:
- Is this an initial meeting/appointment or follow up?
  - Is it regular or a stand-alone meeting/appointment?
  - How many attendees, both deaf and hearing?
  - Are there any additional needs?
  - Are there papers being referred to that can be shared in advance with the interpreter?
  - Has the booking client worked with interpreters before?
- 12.12 The Supplier shall identify an appropriately qualified and experienced Interpreter who matches the Buyer's requirements (including security clearance / vetting requirements) ensuring the Interpreter's availability to attend at the specified location, date and time requested by the Buyer.
- 12.13 For Non-Spoken bookings the Supplier shall ensure that were a Trainee is requested for an assignment by a Buyer that they are selected in accordance with the NRCPD and or SRLPDC code of conduct i.e. recognising and working within the limits of their competence and undertaking those assignments for which they have the appropriate qualifications, competence, and experience.
- 12.14 The Supplier must ensure they have the capacity to provide reasonable requests for Interpreters/Translators of specific gender, religion, religious origins, cultural background and who reflect awareness and understanding of the environment and circumstances in which the Language Services are required.

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- 12.15 Suppliers shall be aware that the Buyer will have full discretion on whether certain Interpreters/Translators are used on certain assignments or at all as part of the delivery of the Call-Off Contract.
- 12.16 The Supplier must be able to provide two or more Interpreters where assignments are over a certain length and/or complexity when requested by the Buyer. When more than one Interpreter is necessary this should be made clear to the Buyer, including the rationale.
- 12.17 The Supplier shall be aware that urgent requirements may arise for an Interpreter/Translator to be available at a specified location at short notice, for example within half an hour, which shall be specified by the Buyer at the time of booking.
- 12.18 The Supplier must confirm if the booking can be fulfilled in the following time frames:
- ≥ 7 days' notice = Confirmation no later than 3 days prior to the assignment.
  - 6-3 days' notice = Confirmation no later than 1 day prior to the assignment.
  - ≤ 2 days' notice = Confirmation as soon as possible.

As part of the confirmation the Supplier must provide the following:

- The full name of Interpreter/Translator
  - A clear up to date photograph, which is of passport quality.
  - The current level of Government Security Clearance of the Interpreter/Translator
  - The language(s) in which the Interpreter/Translator has been assessed as competent to work.
- 12.19 There may be occasions where the Buyer requires more notice/booking information and this may be varied at the Call-Off Contract stage.
- 12.20 Where 3 or more days' notice for a face to face booking has been provided but the Supplier cannot confirm fulfilment within the specified time as set out in 12.18 it will be at the Buyer's discretion whether to allow the Supplier more time to fulfil the booking or to rearrange/cancel at no cost to the Buyer.
- 12.21 In the event that there is a change of Interpreter/Translator the Supplier must notify the Buyer immediately, providing an explanation and confirming all of the details set out in 12.18 for the replacement Interpreter/Translator. It is at the discretion of the Buyer whether to accept any change and if deemed unacceptable the Buyer may cancel the booking at no cost.
- 12.22 Where the Supplier cannot fulfil the specific qualifications, clearance or experience the Supplier shall notify the Buyer immediately and provide an alternative solution. It will then be at the discretion of the Buyer to accept or decline the alternative solution and only upon agreement with the Buyer should any assignment be completed by an Interpreter/Translator that does not meet the stated requirements.
- 12.23 The Supplier shall, where appropriate, provide sufficient information on the nature of the assignment and the Buyer's requirements to enable the Interpreter/Translator to confirm their ability to fulfil the requirement. Such information may include, but is not limited to, the following:
- Name of the Buyer
  - Location of the appointment
  - Duration of appointment
  - Type of appointment (medical/criminal Justice/government etc.)
  - Name of the End User
  - Language Requirement
  - Security Clearance Requirement
  - Experience Requirement
  - Qualification needed

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- Any additional services needed or information such as that obtained from asking the questions under 12.11.

12.24 The Supplier must share booking information with the Quality Assurance Provider as necessary to undertake any assessments under Lot 6. The Supplier will work in a collaborative manner to ensure this information is shared within 5 working days so as to not impact on the Quality Assurance Providers ability to undertake their tasks.

### 13 CANCELLATIONS (LOTS 1-5 ONLY)

- 13.1 This section describes the mandatory requirement in relation to the cancellation process that the Supplier must fulfil as part of the delivery of Language Services.
- 13.2 The Supplier shall accept cancellations or variations to booking requests in all agreed formats as per 12.6, from the Buyer and not from any other party, for example patients, suspects or clients.
- 13.3 The Supplier shall be able to receive and act upon cancellations 24 hours a day 365 days a year.
- 13.4 In instances where the Buyer's client, for example patient, suspect or customer, fails to attend their appointment at the time and place agreed and the Interpreter has attended the Supplier may charge the full amount of time for the booking indicated on the booking request form and any travel expenses already incurred by the Interpreter unless they were already within the local area because of another assignment.
- 13.5 In the event that the scheduled booking is delayed due to the Buyer's booking, for example surgery, clinic, trial running over or the suspect, patient, carer arriving late, the Supplier may charge the full amount of time for the booking indicated on the booking request form including any additional waiting time.
- 13.6 Where a short notice cancellation or delay has occurred as per 13.4 and 13.5 the Supplier must provide evidence this has occurred. This will be outlined by the Buyer in the Call Off contract.

### 14 CANCELLATION BY BUYER – TELEPHONE INTERPRETING, NON-SPOKEN AND SPOKEN VIDEO LANGUAGE SERVICES AND SPOKEN FACE TO FACE INTERPRETING SERVICES (LOTS 1-5 ONLY)

- 14.1 The Supplier will not charge for remote interpreting assignments where 24 hours' notice has been given prior to the booked assignment time (as indicated on the booking request form), is given by the Buyer.
- 14.2 Where 24 hours' notice is not given the Supplier may charge half the amount of time indicated on the booking request form. There will be no allowance for travel expenses given the remote nature of the service delivery.
- 14.3 For Face to Face Interpretation, the Interpreter may also claim any travel costs which have already been incurred prior to the cancellation. This will only be permissible if receipts can be provided and evidence that they were not in the local area for another booking (i.e. another booking was due to take place after the cancelled appointment).
- 14.4 The Supplier must provide evidence of any travel expenses to the Buyer in the agreed format set out in the Call-Off Contract.

### 15 CANCELLATION BY BUYER – TRANSLATION, TRANSCRIPTION AND ANCILLARY SERVICES (LOTS 1-5 ONLY)

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- 15.1 The Supplier will not charge for any cancellations of Translation, Transcription or Ancillary Services unless evidence can be provided that the assignment has already been started. If this can be evidenced by the Supplier then they can charge for the value of the assignment.

#### **16 CANCELLATION BY BUYER – NON-SPOKEN FACE TO FACE ONLY (LOTS 1-5 ONLY)**

- 16.1 Where a booking has been confirmed by the Supplier cancellation by the Buyer will be a full charge up to 5 working days before the Assignment (as indicated on the booking request form) and 50% of the fee if cancelled between 5 – 10 working days. The interpreter may also claim any travel costs which have already been incurred prior to the cancellation. This will only be permissible if receipts can be provided and evidence that they were not in the local area for another booking (i.e. another booking was due to take place after the cancelled appointment).
- 16.2 The Supplier must provide evidence of any travel expenses to the Buyer in the agreed format set out in the Call-Off Contract.

#### **17 CANCELLATION BY THE INTERPRETER/TRANSLATOR AND/OR SUPPLIER – ALL LOTS (LOTS 1-5 ONLY)**

- 17.1 The Supplier shall be liable for any costs and losses that are incurred as a direct consequence of an Interpreters/Translators failure to attend the assignment at the specified location and at the specified time (for example but not limited to, Court or medical costs). The Buyer shall specify the calculation for such costs at the Call Off Contract stage.
- 17.2 In exceptional circumstances the Buyer may vary the terms of cancellation with the agreement of the Supplier.

#### **18 PAYMENT AND INVOICING (LOTS 1-5 ONLY)**

- 18.1 Notwithstanding the requirements set out in Framework Schedule 6, this section describes the additional mandatory payment and invoicing requirements that the Supplier must fulfil as part of the delivery of the Language Services.
- 18.2 The Buyer shall specify which payment option(s) they will require at the Call-Off Contract stage. The Supplier shall have the ability to support payment options, with no additional charge, as directed by the Buyer to include, but not limited to:
- Electronic Procurement Cards (EPCs)
  - Billing to project and or cost centre codes
  - Lodge cards
  - Consolidated invoice accounts, for example 7 or 30 days
  - Individual and or single bill back (for example not consolidated)
  - Manual invoicing
  - Invoicing to different levels of detail
- 18.3 Where requested by the Buyer, the Supplier shall interface with the Buyers E-Commerce purchase system.
- 18.4 Where the Buyer does not require a full e-Commerce system, the Supplier shall provide an alternative solution that will be specified by the Buyer at the Call Off Contract stage.
- 18.5 The Supplier shall comply with Buyer's requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Buyer.



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- 18.6 Under the direction of the Buyer, the Supplier shall be required to assist in the promotion of process efficiencies.
- 18.7 Invoices shall be created in line with the Buyer's requirements but at a minimum they must contain itemised charges for service provided and rates applied.

## 19 TRAVEL COSTS (LOTS 1-5 ONLY)

- 19.1 This section describes the mandatory requirements in relation to travel that the Supplier must fulfil as part of the delivery of the Framework.
- 19.2 Interpreters/Translators within a 5-mile radius to the Assignment should be used primarily, and travel and travel-related costs shall be subsumed within the minimum charge determined by the type of rate chosen by the Buyer e.g. one hour for Spoken Face to Face interpretation and two hours Non-Spoken Face to Face interpretation. Where an Interpreter and/or Translator must be used from outside of the 5-mile radius travel time and travel costs may be allowable.
- 19.3 The Buyer shall specify requirements, policies and arrangements for travel costs, travel-related costs, travel time and subsistence at the Call-Off Contract stage.
- 19.4 The Supplier must have the capability to administer, manage and control payments to the Interpreter/Translator in relation to travel and travel-related costs if requested by the Buyer. Where agreed, the Supplier shall ensure any travel and/or payments relating to travel are made in accordance with Buyer's Travel which may include advanced booked tickets for economic purposes.
- 19.5 The Buyer shall provide a copy of their current policies and arrangements for travel costs, travel-related costs, travel time and subsistence to the Supplier upon request at the Call-Off Contract stage.
- 19.6 The Supplier shall support the Government's Agenda for Sustainability, for example including, but not limited to, minimising travel and encouraging travel by public transport.
- 19.7 Where payment for travelling time has been agreed with the Buyer the Interpreter may claim no more than 50% of their hourly rate for each hour they spend traveling, and will only be allowable for the actual time spent travelling. The point of origin of the journey being the Interpreters/Translators home or current location whichever is the closest to the place of the assignment. For example, if the hourly rate was £40.00 then the Interpreter may claim a maximum of £20.00 for per hour for travel.
- 19.8 Where a Supplier has branches throughout the country the work shall be performed by the branch nearest to the location of the assignment.
- 19.9 Travel, travel related costs for Lot 6 services are included in the unit price and may not be claimed again.

## 20 SERVICE STANDARDS (LOTS 1-5 ONLY)

- 20.1 This section describes the mandatory standards that the Supplier shall be obligated to comply with as part of the delivery of the Framework.
- 20.2 The Supplier shall at all times during the Framework Period and the term of any Call Off Contract(s), comply with the Standards and must be certificated in the following Standards by the end of the first Framework contract year:
- a) Service Management Standards**
- ISO 9001:2015 - Certified
  - ISO 22301:2012/2019 - Certified



**b) Information Security Management Standards**

- ISO 27001:2013/2017 - Certified

- 20.3 The Buyer may ask for additional Standards which will be specified at Call Off Contract stage
- 20.4 The Authority and Buyer shall not be liable for any costs of implementing these Standards and the full cost of implementation shall be borne by the Supplier.

**21 MANAGEMENT INFORMATION (LOTS 1-5 ONLY)**

- 21.1 Notwithstanding the requirements set out in Framework Schedule 5 (Management Charges and Information), this section describes the additional mandatory Management Information, monitoring and data reporting requirements that the Supplier must fulfil as part of the delivery of the Framework. Suppliers should read this information in conjunction with Framework Schedule 5 (Management Charges and Information).
- 21.2 The Authority and/or Buyer may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs). The Supplier shall within one working day of request by the Authority and/or Buyer provide the required data or information.
- 21.3 The Supplier shall provide the Authority with data in relation to the number of complaints received on a quarterly basis. This data must inform the Authority about the total volume of complaints, the volume upheld, the volume which were considered founded, the volume by service delivery and volume by Band.
- 21.4 The Supplier shall provide the Authority and/or Buyer with analysis of market intelligence not limited to language usage, emerging and future patterns of demand, geographical spread, trends and potential gaps on an annual basis.
- 21.5 The Supplier must be able to measure the change in Buyer behaviour across various services. For example, a methodology to measure a change in usage from face to face interpretation to remote interpreting options.
- 21.6 The Supplier shall provide the Authority on a quarterly basis, management information about, but not limited to, the volume of bookings, the volume of cancellations, unfulfilled bookings and completed bookings.
- 21.7 Annually the Supplier must provide information about the number of interpreters/translators they have available, their qualifications, associated banding and clearances to the Authority.
- 21.8 The Supplier shall provide the Authority with updates on, but not limited to, the following: number of Interpreters and Translators it has available, a breakdown by Band (see Annex 2), age groups and how many new entrants there have been on an annual basis.
- 21.9 The Supplier shall produce and provide to the Authority and/or the Buyer any requested tailored/non-standard Management Information reports as may be reasonably requested by the Authority or Buyer from time to time which shall be provided free of charge, for example Gain share/Equality and Diversity Monitoring.
- 21.10 The content of statistical information, timing and format of any report requested by a Buyer shall be agreed between the Supplier and the Buyer at the Call Off Contract stage.
- 21.11 The Supplier shall provide access to their live MI systems if requested by the Buyer. This process will be outlined at the Call Off stage.

- 21.12 The Supplier must provide confirmation of any new Buyers on-boarded onto the Framework within 5 working days.

## **22 COMPLAINTS (LOTS 1-5 ONLY)**

- 22.1 Notwithstanding the requirements set in Framework Schedule 4 (Framework Management), this section describes the additional mandatory complaints procedures that the Supplier must fulfil as part of the delivery of the Framework.
- 22.2 The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints initiated by the Authority and/or Buyer, its representatives and/or its customers, employees and contractors. The procedure should allow for the identification and tracking of individual complaints from initiation to resolution.
- 22.3 Where a complaint is made by an end user about the quality of service from the Interpreter then the Supplier should investigate this and take corrective action where necessary, including the provisions set out in 22.7. If the complaint is in respect of the service provided by the Buyer the Supplier should share the content in full with the Buyer in full within 24 hours.
- 22.4 A clearly defined complaints procedure is required which sets out timescales of the action that shall be taken and includes timescales of when matters shall be escalated.
- 22.5 The Supplier shall ensure that any complaints received directly from a Buyer who are encountering problems whilst an Assignment is being undertaken are dealt with as a matter of priority and the Supplier shall seek to minimise the disruption caused. Types of complaints that shall be supported in this way include: Interpreter/Translator not arriving at venue, Interpreter not on telephone call, required level of Interpreter/Translator not provided.
- 22.6 Complaints made by the Buyer and/or the Authority should be acknowledged by the Supplier within 24 hours of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint should be made by the Supplier to the Buyer and/or the Authority at intervals of 2 working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties. As a minimum, complaints shall be acknowledged within 24 hours, and satisfactorily resolved within 5 working days, or at time period in agreement with the Authority / Buyer.
- 22.7 Where a complaint is received and lodged against a registrant of the NRPSI, NRCPD or SRLPDC then the regulatory body must be informed. The Supplier must then work with NRPSI, NRCPD or SRLPDC to implement corrective action. Alternatively, if a complaint is lodged directly with NRPSI, NRCPD or SRLPDC then the Supplier should work in collaboration to help investigate the complaint. The Supplier shall be responsible for ensuring this process is compliant with the relevant GDPR and Data Protection Legislation.
- 22.8 The Supplier shall provide comprehensive reports on all complaints to the Buyer on a monthly basis or as agreed within the Call Off contract. These reports shall include the date of the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint. The Buyer shall define any additional requirements with the Supplier during the Call Off Contract.
- 22.9 The level and nature of complaints arising and proposed corrective action or that under way or completed shall be reviewed by the parties periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of 3 months.
- 22.10 The Supplier should have in place a process which enables all users, irrespective of their native language to make a complaint.

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- 22.11 The Authority, where appropriate, will meet with the Buyer in order to discuss delivery performance and address any concerns that may exist around the provision of services.

### 23 WHISTLEBLOWING (LOTS 1-5 ONLY)

- 23.1 The Supplier shall ensure that it has a policy in place that enables employed staff and other members of your organisation to voice concerns in a responsible and effective manner, this includes where a staff member and other members of your organisation discovers information which they believe shows serious malpractice or wrongdoing within the organisation. The policy shall allow for this information to be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done independently of line management. The policy shall include:
- Details of The Public Interest Disclosure Act, which came into effect in 1999 and gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns.
  - Details of a prescribed person or body if an individual feels they cannot go to their employer.

### 24 SOCIAL VALUE (ALL LOTS)

- 24.1 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with Public Services Contracts as well as allowing for national and local strategies around this area. The Supplier may be required at the Call Off Stage to identify as an optional variant the Social Value initiatives it proposes as proportionate and relevant to the Call Off Contract.

#### **Community Benefits:**

- 24.2 The Supplier shall ensure that they adopt a positive stance on delivering community benefits throughout the life of the Framework Agreement and any Call Off Contracts. These initiatives should look to improve the community you are based in but also the communities you serve and deliver to. Some examples include, but are not limited to:
- Supporting a local charity with financial contributions
  - Sponsoring a local event
  - Providing access to services for disadvantaged members of the community
  - Volunteer/engagement in local schools or community projects

The Supplier should measure the impact of any Community engagement to understand their benefit and look to continuously seek improvements over the lifetime of the agreement.

#### **Fair and Better Working Practices:**

- 24.3 The Public Sector in the United Kingdom is committed to the delivery of high-quality public services, and recognises that this is critically dependent on a workforce that is well recruited, rewarded, motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.
- 24.4 Public Bodies in the United Kingdom are adopting fair work and recruitment practices, which include:
- Recruitment practices that support the local community,
  - Recruitment practices that support disadvantaged people,
  - Recruitment practices that support young people
  - Recruitment practices that are fair, transparent and enable equality throughout the process.
  - A fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example being a Living Wage Accredited Employer;

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- Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of a young workforce;
- Promoting equality of opportunity and developing a workforce which reflects the population of the United Kingdom in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
- Support for learning and development;
- Stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;
- Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance;
- Support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.

In order to ensure the highest standards of service quality in this contract the Public Bodies in the United Kingdom expect contractors to take a similarly positive approach to fair recruitment and work practices as part of a fair, equitable and rewarding package. Suppliers should have processes in place to measure the impact of their Fair Working Policies, ensuring they are reviewed and developed to improve how they are delivering benefits to those utilised in the delivery of the Framework services.

## 25 APPENDIX 1 – LOT 1 NATIONAL MANAGED SERVICE REQUIREMENTS

- 1.1 The Supplier shall provide a Managed Service provision throughout the United Kingdom. The National Managed Service Provision will enable the Buyer to call off one, some or all of the services as described under Appendix 1 section 1.2.
- 1.2 The services the Supplier must be able to provide include:
- Translation Services (Human and Computer Aided)
  - Transcription Services (Human and Computer Aided)
  - Ancillary Services (Supportive services)
  - Telephone Interpreting Services
  - Non-Spoken Face to Face and Video Interpreting Services
  - Non-Spoken Translation and Transcription Services
  - Spoken Face to Face and Video Interpretation Services
- 1.3 The Supplier should have a robust management process in place to deliver high volume requirements across the whole of the United Kingdom.

### **TRANSLATION, TRANSCRIPTION SERVICES AND ANCILLARY SERVICES (SPOKEN AND NON-SPOKEN)**

- 1.4 The Supplier shall provide a comprehensive Translation, Transcription and Ancillary service to enable the Buyer to translate, transcribe or create support materials in any language as listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.5 The following Translation and Transcription Services must be provided:
- Advisory / guidance and instruction documents
  - Correspondence, information leaflets
  - Technical, scientific, legal, medical, financial or any other specialist category (such as Hansard)
  - Verbatim (word for word)
  - Artwork, design, illustration and typesetting
  - Proofreading
  - Computer Aid Translation/Machine Translation Software
  - Multimedia and e learning
  - Campaign collateral for example press kits
  - Website localisation
  - Software localisation
  - Audio/Video recordings to written text
  - BSL Translations (Written Text into Video)
  - BSL In-Vision Translations
  - Braille
  - Subtitles
  - Easy Read
  - Pictorial English
- 1.6 The Supplier shall ensure that all Non-Spoken Translations and Transcriptions shall be completed in accordance with the Code of Professional Conduct of the NRCPD or SRLPDC.
- 1.7 For relevant services such as Braille, Audio Descriptions and Large Print etc. Suppliers must ensure delivery is in line with the standards set out by the [UK Association for Accessible Formats \(UKAAF\)](#).

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- 1.8 The Supplier shall have secure processes in place which enables the transfer of documentation from the Buyer to the Supplier. Where this process is digitally enabled it should meet the requirements set out in section 11 - Data Security.
- 1.9 Computer Aid Translation (CAT) and Machine Translation (MT) software shall be included within this service. The Supplier shall ensure that when requested this service is offered but only where clear efficiencies and cost savings can be evidenced to the Buyer.
- 1.10 At a frequency determined at Call-Off the Supplier shall provide management information to evidence the ongoing benefits of using Machine Translation.
- 1.11 Any use of CAT/MT shall be delivered in a secure way ensuring any software is compliant with the security standards in section 11 Data Security and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.
- 1.12 Suppliers can utilise Speech to Text software as long as this is made transparent to the Buyer and data is shared, stored and managed in a compliant way as set out in section 11 - Data Security.
- 1.13 In order to provide translation and/or transcription services for Secret and Top-Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 11.4 of section 11 Data Security.
- 1.14 The Supplier is prohibited from using any tools/software (including CAT/MT tools) that is hosted by a third party which waives the Buyer's right to not share their data with a Third Party.
- 1.15 The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.
- 1.16 The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.
- 1.17 Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call Off Contract.
- 1.18 The service shall be required at any location in the UK for example, where the Buyer requires Transcription to be carried out at the Buyer's premises for security reasons.
- 1.19 Where overseas Translators or Transcribers are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.20 The Supplier shall ensure that all translations are completed in accordance with the translation industry standard ISO 17100 and where a Machine Translation Post Edit is required ISO 18587 or equivalent.
- 1.21 The Supplier shall ensure that all translators/transcribers must translate/transcribe into their native tongue only and, where this is not possible, the translation/transcription must be revised thoroughly by someone of English native tongue with the necessary experience of the subject matter at no cost to the Buyer.

**TELEPHONE INTERPRETATION SERVICES**

- 1.22 The Supplier must be able to deliver an on-demand and pre-booked service.

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- 1.23 For on-demand the Supplier must have the functionality to make the services of a Telephone Interpreter available within 30 seconds of receiving a call, qualified to the standards set out under Band 1 to Band 2 (See Annex 2) and in the languages listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.24 Where the appointment is pre-booked, with a minimum of 24 hours' notice the Buyer may stipulate a higher Banding and level of clearance. For example, Band 5 with SC clearance.
- 1.25 The Supplier shall provide a consecutive interpreting service and ensure that:
- Telephone Interpreters can convert a spoken language from one language to another, enabling listeners and speakers to understand each other.
  - Recording of Telephone conferences is available upon request.
  - Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call Off Contract stage however this may be limited where in relation to an on-demand service.
- 1.26 For overnight requirements, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.
- 1.27 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.28 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.29 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.30 The Supplier shall ensure that Interpreters give their ID number on every call and name upon request.
- 1.31 The Supplier shall conduct quality checks to ensure Interpreters are performing to set standards and that the Buyer's data security policies are strictly adhered to. The Authority must be updated every 6 months with a report outlining the volume checked, the findings of the checks, corrective action taken (if any) and lessons learnt. The Buyer may also request this information at a frequency determined at Call Off stage.
- 1.32 Where recordings of telephone conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.33 Suppliers shall have systems and process controls to ensure that the interpreters are unable to make and/or keep their own copies of any telephone based (conference recordings or otherwise) interpreting discussions.
- 1.34 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.

**SPOKEN VIDEO INTERPRETATION SERVICES**

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- 1.35 The Supplier must be able to facilitate pre-booked video calls for the languages set out in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.36 The Supplier may be requested to provide this service on demand and if possible, the service will be defined at Call-Off Stage.
- 1.37 The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- 1.38 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.
- 1.39 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.40 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- 1.41 For overnight requirements of Spoken Video Interpretation, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.
- 1.42 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.43 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.44 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.45 The Supplier shall ensure that Interpreters always give their ID number and name upon request and wear their valid company ID badge on every call.
- 1.46 Where the Buyer requires additional services and higher levels of security these will be specified at the Call-Off Contract stage.
- 1.47 For Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour – whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.
- 1.48 Interpreting shall be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.

**NON-SPOKEN FACE TO FACE & VIDEO INTERPRETING**



## PSC Core Terms

- 1.49 The Supplier shall provide Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English in personal attendance, video conferencing technology or an alternative medium such as a translation.
- 1.50 The Services which the Supplier shall provide under this Lot include;
- British Sign Language (BSL) Interpreters
  - Irish Sign Language (ISL) Interpreters
  - Foreign Sign Language Interpreters
  - Deafblind Interpreters: Visual Frame, Hands On or Manual
  - Deaf Relay (Intralingual language modification)
  - Lip speakers
  - Speech-to-text reporting (Palantypist)
  - Electronic and manual note takers
  - Video Relay Interpreting Services
  - Cued Speech/Makaton
- 1.51 The Supplier shall ensure that Foreign Sign Language interpreters shall comply with all mandatory requirements and meet the standards equal to those required for NRCPD/SRLPDC registration, in terms of academic qualifications and proven experience of interpreting and professional accountability before the assignment. Where this is not possible, the Supplier shall notify the Buyer and provide an alternative solution. It will then be the Buyer's decision to accept or decline the booking at no additional cost.
- 1.52 Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call-Off Contract stage.
- 1.53 The Supplier shall ensure that UK based Interpreters are registered with NRCPD or SRLPDC including Lip speakers, Speech to Text Reporters and any Interpreters for the Deafblind. They must also carry their NRCPD/SRLPDC ID Cards.
- 1.54 The Supplier shall work proactively and effectively to recruit Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English.
- 1.55 The Supplier should be able to provide all non-spoken services to support, but not limited to, the following:
- Interviews
  - Hearings
  - Judicial / Legal interpreting
  - Escort interpreting
  - Community interpreting
  - Medical / Health interpreting
  - Media interpreting
  - Defence interpreting
- 1.56 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent.
- 1.57 Interpreting should be delivered in accordance with the guidance set out in ISO 18841:2018 or equivalent.
- 1.58 The Supplier must be able to facilitate on demand and pre-booked Video Interpreters.

## PSC Core Terms

- 1.59 For on-demand, within 60 seconds of receiving the call, the Supplier shall have the functionality to make available the services of an Interpreter, qualified to a minimum standard specified by the Buyer which may include a minimum 3 year Registered Qualified status. The Interpreter shall provide a service in line with the Code of Conduct published with the National Registers of Communications Professionals working with Deaf and Deafblind People (NRCPD) or the Scottish Register of Language Professionals Working with the Deaf Community (SRLPDC).
- 1.60 The Supplier shall ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- 1.61 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.
- 1.62 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recording. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.63 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- 1.64 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.65 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.66 Where the Buyer requires additional services and higher levels of security these will be specified at the Call-Off Contract stage.
- 1.67 For Non-Spoken Video Interpretation, the cost of service should be in line with that within the Framework, either charged by the minute or by the hour – whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.

**SPOKEN FACE TO FACE INTERPRETING**

- 1.68 The Supplier shall provide Face-to-Face interpreting service (Simultaneous, Consecutive and Whispering) whereby the meaning of what is said in one language is transferred at the event in spoken form into a second language, by an interpreter in personal attendance. The expected language requirements are listed in Annex 3 but this is not exhaustive and Suppliers may be asked for additional languages.
- 1.69 The Supplier shall provide the following services under this Lot which shall include but not limited to;
- Interviews
  - Hearings
  - Conference interpreting
  - Judicial / Legal interpreting
  - Escort interpreting
  - Community interpreting

## PSC Core Terms

- Medical / Health interpreting
- Media interpreting
- Defence interpreting

- 1.70 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent.
- 1.71 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.
- 1.72 The Supplier shall ensure that all Interpreters carry an official photo ID e.g. driving license or passport, to all assignments which should be valid within 12 months.
- 1.73 The qualifications for all services under Lot 1 can be found in Annex 1.

## 26 ~~APPENDIX 2 – LOT 2 TRANSLATION, TRANSCRIPTION AND ANCILLARY SERVICES (SPOKEN LANGUAGES)~~

- 1.1 ~~The Supplier shall provide a comprehensive Translation, Transcription and Ancillary service to enable the Buyer to translate, transcribe or create support materials in any language as listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.~~
- 1.2 ~~The following Translation and Transcription Services must be provided:—~~
- ~~Advisory / guidance and instruction documents~~
  - ~~Correspondence, information leaflets~~
  - ~~Technical, scientific, legal, medical, financial or any other specialist category (such as Hansard)~~
  - ~~Verbatim (word for word)~~
  - ~~Artwork, design, illustration and typesetting~~
  - ~~Proofreading~~
  - ~~Computer Aid Translation/ Machine Translation Software~~
  - ~~Multimedia and e-learning~~
  - ~~Campaign collateral for example press kits~~
  - ~~Website localisation—~~
  - ~~Software localisation~~
  - ~~Audio/Video recordings to written text~~
- 1.3 ~~Suppliers can utilise Speech to Text software as long as this is made transparent to the Buyer and data is shared, stored and managed in a compliant way as set out in section 11 – Data Security.~~
- 1.4 ~~Computer Aid Translation (CAT) and Machine Translation (MT) software shall be included within this service. The Supplier shall ensure that where possible this service is offered but only utilised where clear efficiencies and cost savings can be evidenced to the Buyer.—~~
- 1.5 ~~At a frequency determined at Call Off the Supplier shall provide management information to evidence the ongoing benefits of using Machine Translation.—~~
- 1.6 ~~Any use of CAT/MT shall be delivered in a secure way ensuring any software is compliant with the security standards in section 11 (Data Security) and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.—~~
- 1.7 ~~In order to provide translation and/or transcription services for Secret and Top Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 11.4 of section 11 – Data Security.—~~
- 1.8 ~~The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.~~
- 1.9 ~~The Supplier is prohibited from using any tools/software (including CAT/MT tools) that are hosted by a third party which waives the Buyer's right to not share their data with a Third Party.~~
- 1.10 ~~The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how any solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.—~~
- 1.11 ~~Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call Off Contract.~~
- 1.12 ~~The service shall be required at any location in the UK, for example where the Buyer requires Transcription to be carried out at the Buyers premises for security reasons.—~~

## PSC Core Terms

- 1.13 ~~Where overseas Translators and Transcribers are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.~~
- 1.14 ~~The Supplier shall ensure that all translations are completed in accordance with the translation industry standard ISO 17100 and where a Machine Translation Post Edit is required ISO 18587 or equivalent.~~
- 1.15 ~~The Supplier shall ensure that all translators/transcribers must translate/transcribe into their native tongue only and, where this is not possible, the translation/transcription must be revised thoroughly by someone of English native tongue with the necessary experience of the subject matter at no cost to the Buyer.~~
- 1.16 ~~The qualifications for all services under Lot 2 can be found in Annex 1.~~

## 27 ~~APPENDIX 3~~ ~~LOT 3 TELEPHONE AND SPOKEN VIDEO INTERPRETATION SERVICES~~

- 1.1 ~~The Supplier shall provide a comprehensive Telephone and Spoken Video Interpretation Service throughout the United Kingdom.~~

### **TELEPHONE INTERPRETATION SERVICES**

- 1.2 ~~The Supplier must be able to deliver an on-demand and pre-booked service.~~
- 1.3 ~~For on-demand the Supplier must have the functionality to make the services of a Telephone Interpreter available within 30 seconds of receiving a call, qualified to the standards set out under Band 1 to Band 2 (See Annex 2) and in the languages listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.~~
- 1.4 ~~Where the appointment is pre-booked, with a minimum of 24 hours' notice the Buyer may stipulate a higher Banding and level of clearance. For example, Band 5 with SC clearance.~~
- 1.5 ~~The Supplier shall provide a consecutive interpreting service and ensure that:~~
- ~~• Telephone Interpreters can convert a spoken language from one language to another, enabling listeners and speakers to understand each other.~~
  - ~~-~~
  - ~~• Recording of Telephone conferences is available upon request.~~
  - ~~• Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call Off Contract stage however this may be limited where in relation to an on-demand service.~~
- 1.6 ~~For overnight requirements, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.~~
- 1.7 ~~Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.~~
- 1.8 ~~The Supplier shall be able to act as the conference host where the Buyer is unable to do so.~~
- 1.9 ~~The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.~~
- 1.10 ~~The Supplier shall ensure that Interpreters always give their ID number on every call and name upon request.~~
- 1.11 ~~The Supplier shall conduct quality checks to ensure Interpreters are performing to set standards and that the Buyer's data security policies are strictly adhered to. The Authority must be updated every 6 months with a report outlining the volume checked, the findings of the checks, corrective action taken (if any) and lessons learnt. The Buyer may also request this information at a frequency determined at Call Off stage.~~
- 1.12 ~~Where recordings of telephone conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.~~

## PSC Core Terms

- 1.13 ~~Suppliers shall have systems and process controls to ensure that the interpreters are unable to make and/or keep their own copies of any telephone based (conference recordings or otherwise) interpreting discussions.~~
- 1.14 ~~Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.~~  
**SPOKEN VIDEO INTERPRETATION SERVICES**
- 1.15 ~~The Supplier must be able to facilitate pre-booked video calls for the languages set out in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.~~
- 1.16 ~~The Supplier may be requested to provide this service on demand and if possible, the service will be defined at Call Off Stage.~~
- 1.17 ~~The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.~~
- 1.18 ~~The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.~~
- 1.19 ~~Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.~~
- 1.20 ~~The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.~~
- 1.21 ~~For overnight requirements of spoken video interpretation, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.~~
- 1.22 ~~Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.~~
- 1.23 ~~The Supplier shall be able to act as the conference host where the Buyer is unable to do so.~~
- 1.24 ~~The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.~~
- 1.25 ~~The Supplier shall ensure that Interpreters always give their ID number and name upon request and wear their valid company ID badge on every call.~~
- 1.26 ~~Where the Buyer requires additional services and higher levels of security these will be specified at the Call Off Contract stage.~~
- 1.27 ~~For Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.~~

PSC Core Terms

- 1.28 ~~Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.~~
- 1.29 ~~The qualifications for all services under Lot 3 can be found in Annex 1.~~



## 28 ~~APPENDIX 4 LOT 4A TO 4L: NON SPOKEN LANGUAGE SERVICES~~

1.1 ~~The Supplier shall provide Face to Face, Video, Translation and Transcription Services which enable communication to take place between Deaf and Deafblind people and others requiring support to access English in personal attendance or via agreed video conferencing technology or an alternative medium such as a Translation and Transcription.~~

1.2 ~~This service will be provided on a regional basis as follows:-~~

- ~~• 4a North East~~
- ~~• 4b North West~~
- ~~• 4c Yorkshire and the Humberside~~
- ~~• 4d East Midlands~~
- ~~• 4e West Midlands~~
- ~~• 4f East of England~~
- ~~• 4g London~~
- ~~• 4h South East~~
- ~~• 4i South West~~
- ~~• 4j Wales~~
- ~~• 4k Scotland~~
- ~~• 4l Northern Ireland~~

1.3 ~~The Services which the Supplier shall provide under this Lot include;—~~

### **~~Interpretation:~~**

- ~~• British Sign Language (BSL) Interpreters~~
- ~~• Irish Sign Language (ISL) Interpreters~~
- ~~• Foreign Sign Language Interpreters~~
- ~~• Deafblind Interpreters: Visual Frame, Hands On or Manual~~
- ~~• Video Relay Interpreting Services~~
- ~~• Cued Speech/Makaton~~
- ~~• Deaf Relay (Intralingual language modification)~~
- ~~• Lip speakers—~~

### **~~Transcription~~**

- ~~• Speech to text reporting (Palantypist)~~
- ~~• Electronic and manual note takers—~~

### **~~Translation:~~**

- ~~• Audio/Video recordings to written text~~
- ~~• BSL Translations (Written Text into Video)~~
- ~~• BSL In Vision Translations~~
- ~~• Braille~~
- ~~• Subtitles~~
- ~~• Easy Read~~
- ~~• Pictorial English~~

1.4 ~~The Supplier shall ensure that Foreign Sign Language interpreters shall comply with all mandatory requirements and meet the standards equal to those required for NRCPD/SRLPDC registration, in terms of academic qualifications and proven experience of interpreting and professional accountability before the assignment. Where this is not possible, the Supplier shall notify the Buyer and provide an alternative solution. It will then be the Buyer's decision to accept or decline the booking at no additional cost.~~

## PSC Core Terms

- 1.5 ~~Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call Off Contract stage.~~
- 1.6 ~~The Supplier shall ensure that UK based Interpreters are registered with NRCPD or SRLPDC including Lip speakers, Speech to Text Reporters and any Interpreters for the Deafblind. They must also carry their NRCPD/SRLPDC ID Cards.~~
- 1.7 ~~The Supplier shall work proactively and effectively to recruit Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English.~~
- 1.8 ~~The Supplier should be able to provide all non spoken services to support, but not limited to the following:~~
- ~~• Interviews~~
  - ~~• Hearings~~
  - ~~• Judicial / Legal interpreting~~
  - ~~• Escort interpreting~~
  - ~~• Community interpreting~~
  - ~~• Medical / Health interpreting~~
  - ~~• Media interpreting~~
  - ~~• Defence interpreting~~
- 1.9 ~~For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent~~
- 1.10 ~~Interpreting should be delivered in accordance with the guidance set out in ISO 18841:2018 or equivalent.~~
- 1.11 ~~The Supplier must be able to facilitate on demand and pre booked Video Interpreters.~~
- 1.12 **~~For on demand, within 60 seconds of receiving the call, the Supplier shall have the functionality to make available the services of an Interpreter, qualified to a minimum standard specified by the Buyer which may include a minimum 3 year Registered Qualified status. The Interpreter shall provide a service in line with the Code of Conduct published with the National Registers of Communications Professionals working with Deaf and Deafblind People (NRCPD) or the Scottish Register of Language Professionals Working with the Deaf Community (SRLPDC).~~**
- 1.13 ~~The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.~~
- 1.14 ~~The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.~~
- 1.15 ~~Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recording. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.~~
- 1.16 ~~The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.~~

## PSC Core Terms

- 1.17 ~~The Supplier shall be able to act as the conference host where the Buyer is unable to do so.~~
- 1.18 ~~The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.~~
- 1.19 ~~Where the Buyer requires additional services and higher levels of security these will be specified at the Call Off Contract stage.~~
- 1.20 ~~For Non Spoken Video Interpretation, the cost of service should be in line with that within the Framework, either charged by the minute or by the hour whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.~~
- 1.21 **~~The Supplier shall ensure that all Non Spoken Translations and Transcriptions shall be completed in accordance with the Code of Professional Conduct of the NRCPD or SRLPDC.~~**
- 1.22 ~~For relevant services such as Braille, Audio Descriptions and Large Print etc. Suppliers must ensure delivery is in line with the standards set out by the [UK Association for Accessible Formats](#) (UKAAF).~~
- 1.23 ~~In order to provide translation and/or transcription services for Secret and Top Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 11.4 of section 11 Data Security.~~
- 1.24 ~~The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.~~
- 1.25 ~~The Supplier is prohibited from using any tools/software that is hosted by a third party which waives the Buyer's right to not share their data with a Third Party.~~
- 1.26 ~~The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.~~
- 1.27 ~~Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call Off Contract.~~
- 1.28 ~~The service shall be required at any location in the UK for example, where the Buyer requires Transcription to be carried out at the Buyer's premises for security reasons.~~
- 1.29 ~~Where overseas Translators are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.~~
- 1.30 ~~The qualifications for all services under Lot 4 can be found in Annex 1.~~

## 29 ~~APPENDIX 5~~ ~~LOT 5A TO 5M: REGIONAL MANAGED SERVICE~~

- 1.1 ~~The Supplier shall provide a Managed Service provision on a regional basis, including overseas if awarded onto Lot 5m. The Managed Service Provision will enable the Buyer to call off one, some or all of the services as described under Appendix 5 section 1.2.~~
- 1.2 ~~The services the Supplier must be able to provide include:~~
- ~~• Translation Services (Human and Computer Aided)~~
  - ~~• Transcription Services (Human and Computer Aided)~~
  - ~~• Ancillary Services (Supportive services)~~
  - ~~• Telephone Interpreting Services~~
  - ~~• Non Spoken Face to Face and Video Interpreting~~
  - ~~• Non Spoken Translation and Transcription Services~~
  - ~~• Spoken Face to Face and Video Interpretation~~
- 1.3 ~~This service will be provided on a regional basis as follows:~~
- ~~• 5a North East~~
  - ~~• 5b North West~~
  - ~~• 5c Yorkshire and the Humberside~~
  - ~~• 5d East Midlands~~
  - ~~• 5e West Midlands~~
  - ~~• 5f East of England~~
  - ~~• 5g London~~
  - ~~• 5h South East~~
  - ~~• 5i South West~~
  - ~~• 5j Wales~~
  - ~~• 5k Scotland~~
  - ~~• 5l Northern Ireland~~
  - ~~• 5m UK & Overseas~~
- 1.4 ~~The Supplier should have a robust management process in place to deliver high volume requirements across the region(s) awarded onto and if part of Lot 5m this should have a global profile.~~
- 1.5 ~~Lot 5m will require the Supplier to be able to provide all the services described in Lot 5 overseas. The specific location, service and further requirements will be set at Call Off stage.~~
- 1.6 ~~Mobilisation of overseas requirements will be set out at the Call Off stage however there may be occasions where the Buyer needs this to be done rapidly to support operational requirements. The Buyer must be able to deliver, where reasonable, a response to such requests including the deployment of Interpreters/Translators and supporting personnel to ensure the delivery of services as quickly as possible.~~
- 1.7 ~~The Supplier for any overseas requirements must also ensure that they have a robust Account Management function which ensures that the Call Off Contract is managed effectively. This includes any personnel deployed (UK based or overseas based) to support the delivery of the contract and where any performance related issues arise the Supplier must be able to resolve these in real time.~~
- 1.8 ~~The Supplier may be required to deploy UK based Interpreters and Translators overseas. Though it is expected that the Buyer will provide advance bookings there may be occasions where short notice deployment is required.~~

**TRANSLATION, TRANSCRIPTION AND ANCILLARY SERVICES (SPOKEN AND NON SPOKEN)**

- 1.9 ~~The Supplier shall provide a comprehensive Translation, Transcription and Ancillary service to enable the Buyer to translate, transcribe or create support materials in any language as listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.~~
- 1.10 ~~The following Translation and Transcription Services must be provided:~~
- ~~• Advisory / guidance and instruction documents~~
  - ~~• Correspondence, information leaflets~~
  - ~~• Technical, scientific, legal, medical, financial or any other specialist category (such as Hansard)~~
  - ~~• Verbatim (word for word)~~
  - ~~• Artwork, design, illustration and typesetting~~
  - ~~• Proofreading~~
  - ~~• Computer Aid Translation/Machine Translation Software~~
  - ~~• Multimedia and e-learning~~
  - ~~• Campaign collateral for example press kits~~
  - ~~• Website localisation~~
  - ~~• Software localisation~~
  - ~~• Audio/Video recordings to written text~~
  - ~~• BSL Translations (Written Text into Video)~~
  - ~~• BSL In Vision Translations~~
  - ~~• Braille~~
  - ~~• Subtitles~~
  - ~~• Easy Read~~
  - ~~• Pictorial English~~
- 1.11 ~~The Supplier shall ensure that all Non Spoken Translations and Transcriptions shall be completed in accordance with the Code of Professional Conduct of the NRC PD or SRLPDG.~~
- 1.12 ~~For relevant services such as Braille, Audio Descriptions and Large Print etc. Suppliers must ensure delivery is in line with the standards set out by the [UK Association for Accessible Formats \(UKAAF\)](#).~~
- 1.13 ~~The Supplier should have secure processes in place which enables the transfer of documentation from the Buyer to the Supplier. Where this process is digitally enabled it should meet the requirements set out in section 11 Data Security.~~
- 1.14 ~~Computer Aid Translation (CAT) and Machine Translation (MT) software shall be included within this service. The Supplier shall ensure that when requested this service is offered but only where clear efficiencies and cost savings can be evidenced to the Buyer.~~
- 1.15 ~~At a frequency determined at Call Off the Supplier shall provide management information to evidence the ongoing benefits of using Machine Translation.~~
- 1.16 ~~Any use of CAT/MT shall be delivered in a secure way ensuring any software is compliant with the security standards in section 11 (Data Security) and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.~~
- 1.17 ~~Suppliers can utilise Speech to Text software as long as this is made transparent to the Buyer and data is shared, stored and managed in a compliant way as set out in section 11 Data Security.~~

## PSC Core Terms

- ~~1.18 In order to provide translation and/or transcription services for Secret and Top Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 11.4 of Section 11 Data Security~~
- ~~1.19 The Supplier is prohibited from using any tools/software (including CAT/MT tools) that is hosted by a third party which waives the Buyer's right to not share their data with a Third Party.~~
- ~~1.20 The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.~~
- ~~1.21 The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.~~
- ~~1.22 Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call Off Contract.~~
- ~~1.23 The service shall be required at any location in the UK and/or overseas for example, where the Buyer requires Transcription to be carried out at the Buyer's premises for security reasons.~~
- ~~1.24 Where overseas Translators are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.~~
- ~~1.25 The Supplier shall ensure that all translations are completed in accordance with the translation industry standard ISO 17100 and where a Machine Translation Post Edit is required ISO 18587 or equivalent.~~
- ~~1.26 The Supplier shall ensure that all translators/transcribers must translate/transcribe into their native tongue only and, where this is not possible, the translation/transcription must be revised thoroughly by someone of English native tongue with the necessary experience of the subject matter at no cost to the Buyer.~~

**TELEPHONE INTERPRETATION SERVICES**

- ~~1.27 The Supplier must be able to deliver an on demand and pre booked service.~~
- ~~1.28 For on demand the Supplier must have the functionality to make the services of a Telephone Interpreter available within 30 seconds of receiving a call, qualified to the standards set out under Band 1 to Band 2 (See Annex 2) and in the languages listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.~~
- ~~1.29 Where the appointment is pre booked, with a minimum of 24 hours' notice the Buyer may stipulate a higher Banding and level of clearance. For example, Band 5 with SC clearance.~~
- ~~1.30 The Supplier shall provide a consecutive interpreting service and ensure that:~~
- ~~• Telephone Interpreters can convert a spoken language from one language to another, enabling listeners and speakers to understand each other.~~
  - ~~• Recording of Telephone conferences is available upon request.~~

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- ~~Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call Off Contract stage however this may be limited where in relation to an on-demand service.~~

- 1.31 ~~For overnight requirements, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.—~~
- 1.32 ~~Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.—~~
- 1.33 ~~The Supplier shall be able to act as the conference host where the Buyer is unable to do so.—~~
- 1.34 ~~The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.—~~
- 1.35 ~~The Supplier shall ensure that Interpreters always give their ID number on every call and name upon request.—~~
- 1.36 ~~The Supplier shall conduct quality checks to ensure Interpreters are performing to set standards and that the Buyer's data security policies are strictly adhered to. The Authority must be updated every 6 months with a report outlining the volume checked, the findings of the checks, corrective action taken (if any) and lessons learnt. The Buyer may also request this information at a frequency determined at Call Off stage.—~~
- 1.37 ~~Where recordings of telephone conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.—~~
- 1.38 ~~Suppliers shall have systems and process controls to ensure that the interpreters are unable to make and/or keep their own copies of any telephone based (conference recordings or otherwise) interpreting discussions.—~~
- 1.39 ~~Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.—~~

**SPOKEN VIDEO INTERPRETATION SERVICES**

- 1.40 ~~The Supplier must be able to facilitate pre-booked video calls for the languages set out in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.—~~
- 1.41 ~~The Supplier may be requested to provide this service on demand and if possible, the service will be defined at Call Off Stage.—~~
- 1.42 ~~The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.—~~
- 1.43 ~~The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.—~~

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- 1.44 ~~Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.~~
- 1.45 ~~The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.~~
- 1.46 ~~For overnight requirement of Spoken Video Interpretation, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.~~
- 1.47 ~~Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.~~
- 1.48 ~~The Supplier shall be able to act as the conference host where the Buyer is unable to do so.~~
- 1.49 ~~The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.~~
- 1.50 ~~The Supplier shall ensure that Interpreters always give their ID number and name upon request and wear their valid company ID badge on every call.~~
- 1.51 ~~Where the Buyer requires additional services and higher levels of security these will be specified at the Call Off Contract stage.~~
- 1.52 ~~For Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.~~
- 1.53 ~~Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.~~

**NON SPOKEN FACE TO FACE & VIDEO INTERPRETING**

- 1.54 ~~The Supplier shall provide Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English in personal attendance, video conferencing technology or an alternative medium such as a translation.~~
- 1.55 ~~The Services which the Supplier shall provide under this Lot include;~~
  - ~~British Sign Language (BSL) Interpreters~~
  - ~~Irish Sign Language (ISL) Interpreters~~
  - ~~Foreign Sign Language Interpreters~~
  - ~~Deafblind Interpreters: Visual Frame, Hands On or Manual~~
  - ~~Deaf Relay (Intralingual language modification)~~
  - ~~Lip speakers~~
  - ~~Speech to text reporting (Palantypist)~~
  - ~~Electronic and manual note takers~~
  - ~~Video Relay Interpreting Services~~
  - ~~Gued Speech/Makaton~~



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- ~~1.56 The Supplier shall ensure that Foreign Sign Language interpreters shall comply with all mandatory requirements and meet the standards equal to those required for NRCPD/SRLPDC registration, in terms of academic qualifications and proven experience of interpreting and professional accountability before the assignment. Where this is not possible, the Supplier shall notify the Buyer and provide an alternative solution. It will then be the Buyer's decision to accept or decline the booking at no additional cost.~~
- ~~1.57 Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call Off Contract stage.~~
- ~~1.58 The Supplier shall ensure that UK based Interpreters are registered with NRCPD or SRLPDC including Lip speakers, Speech to Text Reporters and any Interpreters for the Deafblind. They must also carry their NRCPD/SRLPDC ID Cards.~~
- ~~1.59 The Supplier shall work proactively and effectively to recruit Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English.~~
- ~~1.60 The Supplier should be able to provide all non spoken services to support, but not limited to, the following:~~
- ~~• Interviews~~
  - ~~• Hearings~~
  - ~~• Judicial / Legal interpreting~~
  - ~~• Escort interpreting~~
  - ~~• Community interpreting~~
  - ~~• Medical / Health interpreting~~
  - ~~• Media interpreting~~
  - ~~• Defence interpreting~~
- ~~1.61 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent.~~
- ~~1.62 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.~~
- ~~1.63 The Supplier must be able to facilitate on demand and pre booked Video Interpreters.~~
- ~~1.64 For on demand, within 60 seconds of receiving the call, the Supplier shall have the functionality to make available the services of an Interpreter, qualified to a minimum standard specified by the Buyer which may include a minimum 3 year Registered Qualified status. The Interpreter shall provide a service in line with the Code of Conduct published with the National Registers of Communications Professionals working with Deaf and Deafblind People (NRCPD) or the Scottish Register of Language Professionals Working with the Deaf Community (SRLPDC).~~
- ~~1.65 The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.~~
- ~~1.66 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.~~
- ~~1.67 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recording.~~

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~~All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.~~

- ~~1.68 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.—~~
- ~~1.69 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.~~
- ~~1.70 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.—~~
- ~~1.71 Where the Buyer requires additional services and higher levels of security these will be specified at the Call Off Contract stage.—~~
- ~~1.72 For Non Spoken Video Interpretation, the cost of service should be in line with that within the Framework, either charged by the minute or by the hour whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.~~

**SPOKEN FACE TO FACE INTERPRETING**

- ~~1.73 The Supplier shall provide Face to Face interpreting service (Simultaneous, Consecutive and Whispering) whereby the meaning of what is said in one language is transferred at the event in spoken form into a second language, by an interpreter in personal attendance. The expected language requirements are listed in Annex 3 but this is not exhaustive and Supplier may be asked for additional languages.~~
- ~~1.74 The Supplier shall provide the following services under this Lot which shall include but not limited to;~~
- ~~● Interviews~~
  - ~~● Hearings~~
  - ~~● Conference interpreting~~
  - ~~● Judicial / Legal interpreting~~
  - ~~● Escort interpreting~~
  - ~~● Community interpreting~~
  - ~~● Medical / Health interpreting~~
  - ~~● Media interpreting~~
  - ~~● Defence interpreting~~
- ~~1.75 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.~~
- ~~1.76 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent.~~
- ~~1.77 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.~~
- ~~1.78 The Supplier shall ensure that all Interpreters carry an official photo ID e.g. driving license or passport, to all assignments which should be valid within 12 months.~~
- ~~1.79 The qualifications for all services under Lot 5 can be found in Annex 1.~~

**30 APPENDIX 6 LOT 6: QUALITY ASSURANCE SERVICES**

- 1.1 ~~The Quality Assurance Provider must have the capability to quality assure the services provided by the Supplier and the Interpreters/Translators contracted to deliver services under a Call Off Contract via this Framework. The assessment of quality will be done via, but not limited to the following:~~
- ~~Assessment of a recorded face to face booking (audio or video)~~
  - ~~Assessment of a live booking in person (Spoken & Non Spoken)~~
  - ~~Assessment of a telephone interpretation~~
  - ~~Assessment of a video interpretation (Spoken & Non Spoken)~~
  - ~~Assessment of Spoken/Non Spoken language Interpreter via Video Role Play~~
  - ~~Assessment of translated documents~~
  - ~~Assessment of transcriptions~~
  - ~~Checking that the requirements in the booking have been met by the Supplier~~
- 1.2 ~~The Quality Assurance Provider must have the capability and capacity to deliver these services throughout the United Kingdom and Overseas.~~
- 1.3 ~~Where an Overseas in person assessment is required the cost of this service will be agreed at Call Off Stage.~~
- 1.4 ~~The Quality Assurance Provider shall deliver a consistent, transparent and fair approach to how assessments are undertaken so as to not meaningfully change from Buyer to Buyer. Quality must be assessed against a Framework for Assessment which the Quality Assurance Provider must consider the following:~~
- ~~The different Bandings as set out in Annex 2 for Spoken, Non Spoken Interpretation and Translation services.~~
  - ~~Assessments must also comply with recognised industry standards and the relevant National Occupational Standards for both Interpreting and Translation.~~
  - ~~Shall consider the various sectors that the Framework delivers into such as Central Government, Local Government, Emergency Services, the Health Sector and Third Sector and how assessments can be tailored to reflect these different settings.~~
- 1.5 ~~The Authority reserves the right to amend any Framework for Assessment in consultation with the Quality Assurance Provider to ensure the requirement set out under 1.4 is met and does not negatively impact on the delivery of services across the Framework and/or the volume of available Interpreters and Translators.~~
- 1.6 ~~These Services shall be required for a range of timescales, which the Buyer shall specify at the Call Off Contract stage, however it is envisaged that most requirements would be undertaken in a pre-booked manner to enable sufficient time for the transfer of relevant documentation and/or booking of a Quality Assessor in advance to undertake an in person assessment.~~
- 1.7 ~~The services shall be available 365 days a year, 24 hours a day.~~
- 1.8 ~~In order to provide Quality Assurance services for Secret and Top Secret content, the Quality Assurance Provider may be asked to meet the following criteria set out in paragraph 11.4 of section 11 Data Security.~~
- 1.9 ~~The Quality Assurance Provider is prohibited from using any tools/software (including CAT/MT tools) that is hosted by a third party which waives the Buyer's right to not share their data with a Third Party.~~

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- 1.10 ~~Any use of technology must be delivered in a secure way ensuring any software is compliant with the security standards in section 1.1 (Data Security) and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.~~
- 1.11 ~~The Quality Assurance Provider must be able to facilitate the secure exchange of documents digitally to enable this service in accordance with GDPR and DPA 2018 or any revised/updated versions released by HMG.~~
- 1.12 ~~The Authority and/or Buyer may request confirmation of how a technology solution is delivered and how data is shared and stored safely.~~
- 1.13 ~~The Quality Assurance Provider must have the capability to review language pairings, but not limited to those described in Annex 3 within the unit price agreed at Framework level.~~
- 1.14 ~~The Quality Assurance Provider must have a Code of Conduct specifically in relation to the quality assurance activity they undertake. This must be shared and agreeable to the Authority and Buyer. If necessary the Quality Assurance Provider must accept reasonable amendments to the Code of Conduct where requested by the Buyer.~~
- 1.15 ~~The Quality Assurance Provider shall create a Quality Assurance Plan based on information provided by the Buyer as well as their own inherent understanding of the industry. At a minimum this shall include:~~
- ~~• How checks will be proportioned across services, qualifications or experience~~
  - ~~• Mode of assessment i.e. in person/remotely based on service usage~~
  - ~~• Sample size~~
  - ~~• Identifiable areas of risk based on trends/complaints.~~
- ~~This service will be at no cost and must present a cost effective and viable solution to the Buyer. This plan will be reviewed to ensure it remains effective at a frequency determined by the Buyer~~
- 1.16 ~~The Quality Assurance Provider shall accommodate ad hoc requirements for quality assessments from the Buyer, including one off assessment undertaken remotely or face to face.~~
- 1.17 ~~The Quality Assurance Provider shall undertake in depth compliance checks on any of the Lot 1-5 Suppliers adherence to the requirements set out in section 7.6 upon request of the Buyer. This will be done by requesting documentation from the Supplier or reviewing it in person at their premises. These checks will require the Quality Assurance Provider to assess whether the documentation used to enable the Interpreter/Translator to be recruited is sufficient and verifiable. Some of this documentation may need translating as the Interpreter/Translator may be based overseas. Where documentation cannot be verified the Buyer and Supplier must be notified in writing within 5 working days and corrective action sort, either by removing the Interpreter/Translator from use on the Call Off Contract or re-banding them to accurately reflect their qualifications/experience. Upon request the Quality Assurance Provider shall provide data in relation to these checks to the Authority and Buyer.~~
- 1.18 ~~Where, because of circumstances outside the control of the Quality Assurance Provider and/or Assessor a planned assessment cannot be undertaken the Quality Assurance Provider can claim the unit cost for that service. For example, an in person assessment cannot be undertaken as the appointment was cancelled without the Quality Assurers knowledge or an Interpreter fails to attend an invitation for assessment.~~
- 1.19 ~~Where the initial assessment is not completed due to the actions of the Quality Assurance Provider and/or the Assessor (such as failure to provide an Assessor or the Assessor does not attend the~~

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~~scheduled appointment) the Quality Assurance Provider must provide the replacement assessment at no cost.~~

1.20 ~~All assessments undertaken by the Assessor acting on behalf of the Quality Assurance Provider must consider, at a minimum, the following:~~

- ~~• The accuracy of the translation/interpretation~~
- ~~• Whether the Translator/Interpreter was acting in accordance with the relevant Code of Conduct.~~
- ~~• That the requirements of the booking have been met by the Supplier i.e. Instructed Interpreter/Translator had the stated qualifications, clearance and experience stipulated in the booking. This should be a lighter touch assessment based on the requirement of the booking vs the 'Bandings' set out in Annex 1 and not the in depth compliance check set out in 1.17.~~

1.21 ~~All assessments must be documented and a report provided to the Buyer within 10 working days or at a time period agreed with the Buyer. At a minimum the report must details the following:~~

- ~~• Did the Supplier act in accordance with the booking?~~
- ~~• Did the Interpreter/Translator provide a quality service?~~
- ~~• Next Steps~~

1.22 ~~Where the Buyer has requested multiple checks, the Buyer can request alternative reporting methods, which will be confirmed at Call Off stage.~~

1.23 ~~As part of the report the Quality Assurance Provider must measure the quality of the Interpreter/Translator and mark the outcome as one of the following:~~

- ~~• **1.23.1 Pass**
  - ~~○ Where no issues are observed this must be communicated to the Interpreter/Translator, Buyer and Supplier within 10 working days or a frequency agreed at Call Off stage.~~~~
- ~~• **1.23.2 Development Required**
  - ~~○ If the assessment highlights concern and/or the standards in the Call Off determines that a 'Development Required' must be given then the Quality Assurance Provider must detail the issues observed and share these with the Interpreter/Translator, Buyer and Supplier within 10 working days or at the frequency agreed at Call Off stage.~~
  - ~~○ The Quality Assurance Provider must also provide direct feedback to the Interpreter/Translator detailing the assessment outcome within 10 working days.~~~~
- ~~• **1.23.3 Fail**
  - ~~○ If the assessment highlights concern and/or the standards in the Call Off determines that a 'Fail' must be given then the Quality Assurance Provider must detail the issues observed including the methodology used and share this with the Buyer and Supplier within 24 hours or at the frequency agreed at Call Off stage.~~
  - ~~○ The Quality Assurance Provider must also provide direct feedback to the Interpreter/Translator detailing why the assessment has failed within 24 hours.~~~~

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- 1.24 ~~CPD may be offered by the Quality Assurance Provider but it is not mandatory that the Interpreter/Translator shall accept any suggested courses.~~
- 1.25 ~~The Quality Assurance Provider must keep accurate records/recordings to allow an audit and or appeal by the Interpreter/Translator to be responded to.~~
- 1.26 ~~Where the Interpreter/Translator has been assessed as 'Development required' the Quality Assurance Provider shall, where possible, undertake a reassessment within a period of 3 to 6 months of the date of the first assessment. To enable this check to occur the Supplier must have in place a system to determine if that Interpreter/Translator has undertaken any further assignments on any contract the Quality Assurance Provider is contracted to fulfil as this would be considered an 'Identifiable Risk' as per 1.15.~~
- 1.27 ~~Where the Interpreter/Translator has been assessed as 'Fail' the Quality Assurance Provider must offer the individual an opportunity to sit a reassessment within 5 working days. The assessment must be done in a controlled environment using a set script/text which is tailored to the experience, qualifications, language and sector (for example Health, Criminal Justice, Government) the Interpreter/Translator was originally assessed against. This reassessment is chargeable to the Interpreter/Translator not the Buyer but must be charged at the same cost as charged to the Buyer.~~
- 1.28 ~~Where the Interpreter/Translator refuses to sit an assessment or reassessment the Quality Assurance Provider should recommend that they are not be used as part of the delivery of the Buyer's Call Off Contract and this must be communicated to the Interpreter/Translator, Buyer and Supplier within 24 hours.~~
- 1.29 ~~Where a reassessment is undertaken, the Quality Assurance Provider must provide an outcome within 24 hours. If the Interpreter/Translator is reassessed as 'Development Required' or 'Pass' the Quality Assurance Provider should notify the Interpreter/Translator, Buyer and Supplier within 24 hours.~~
- 1.30 ~~Where the Interpreter/Translator has been suspended from a Call Off Contract by the Supplier, under the Buyers instruction, the Quality Assurance Provider may act as the route for the Interpreter/Translator to be granted permission to seek reinstatement with their Supplier.~~

~~To do so the Quality Assurance Provider must be able to reassess the Interpreter/Translator based on:~~

- ~~• Any evidence of further development i.e. CPD activity, further qualifications which postdate the 'Failed' assessment, additional experience gained;~~

~~and/or~~

- ~~• Undertake a further assessment of their capability via an assessment which is chargeable to the Interpreter/Translator at the same cost charged to the Buyer.~~

~~The Quality Assessor must be able to make a recommendation based on the above as to whether the Interpreter/Translator has addressed the issues/concerns previously identified. The outcome shall be passed to the Interpreter/Translator and the Supplier and/or Buyer as agreed at Call Off stage within 24 hours.~~

- 1.31 ~~The Quality Assurance Provider will need to provide anonymised data to record the total number of assessments undertaken and outcomes (Pass/Development Required/Fail) on a quarterly basis to the Authority or at a period agreed at Call Off stage with the Buyer.~~

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- 1.32 ~~Where an assessment results in a Fail but the Translator/Interpreter has another language the Quality Assurance Provider may recommend that they can continue to work in their other language as long as it meets the minimum requirements of the Framework i.e. Band 1 for Spoken Interpretation/Translation. It will be at the Buyer's discretion to accept or refuse this recommendation.~~
- 1.33 ~~Where an Interpreter/Translator is found to have failed and they are registered with a Regulatory Body such as NRCPD, SRLPDC or NRPSI then the Regulatory Body should be notified. The Quality Assurance Provider must ensure any notification is done in accordance with GDPR guidelines.~~
- 1.34 ~~Assessments shall not be undertaken by Assessors with less experience or Qualifications than the individual they are assessing without express permission from the Buyer.~~
- 1.35 ~~The Quality Assurance Provider shall ensure that their Framework pricing allows for the full recruitment process as no allowance will be made by the Authority or Buyer for price increases due to requirements to improve and/or amend their recruitment process.~~
- 1.36 ~~The Quality Assurance Provider shall maintain and actively support recruitment of new Assessors to support the delivery of services under Lot 6. The Authority and/or Buyer may request evidence of the recruitment activity and may ask for additional processes to be included which will be determined at the Call Off stage.~~
- 1.37 ~~The Quality Assurance Provider must have in place, robust appointment and recruitment procedures that ensure any Assessors are suitably qualified and experienced to deliver any requirements which may be required under Lot 6.~~
- 1.38 ~~The Quality Assurance Provider shall employ and or contract relevant and linguistic specific, qualified language assessors/testers/teachers to conduct the interview process as appropriate.~~
- 1.39 ~~As a minimum, for all Central Government Departments and members of the Armed Forces, a Baseline Personnel Security Standard (BPSS) or an equivalent of BPSS of all Quality Assurance Personnel and all approved subcontractors must be undertaken by the Quality Assurance Provider in accordance with [HMG Baseline Personnel Security Standard](#).~~
- 1.40 ~~The Quality Assurance Provider shall ensure, prior to appointing any Assessor to undertake assignments under the Framework, that the individual completes an application form that records the following:~~
- ~~• Experience of previous language assessments and evidence to verify~~
  - ~~• Qualifications including supporting evidence to verify~~
  - ~~• Current security clearances and evidence to verify~~
  - ~~• Right to work and evidence to verify~~
- ~~The Quality Assurance Provider must validate the information provided to ensure it is accurate, including checks with relevant Regulatory Bodies/References if necessary. All of the above must be stored in a secure digital database. Upon request some or all of the above shall be made available to the Authority and/or Buyer within 5 working days in a digital format.~~
- 1.41 ~~The Quality Assurance Provider shall verify the nationality and immigration status of applicants and ensure that Assessors who are overseas nationals and who do not live in the UK have a valid UK work permit prior to submitting them for engagement. A copy of a valid permit shall be held on file digitally, the copy shall be in date and verified.~~
- 1.42 ~~The Quality Assurance Provider shall ensure that information is obtained as to whether Assessors are suspended from duty with any other organisation, including regulatory bodies.~~

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- 1.43 ~~The Quality Assurance Provider shall undertake individual face to face selection interviews in a location that is secure and private for all potential Assessors that are short listed and may be appointed. Where face to face selection interviews are not practical they may be conducted via another channel i.e. telephone/video conferencing and in any event the Quality Assurance Provider shall ensure that adequate controls are in place to support robust procedures in the identification and verification of the Assessor.~~
- 1.44 ~~The Quality Assurance Provider shall ensure that Assessors are aware and have sufficient knowledge of relevant legislative requirements to the specific industry sector or specialist area that they are assessing e.g. Health and Education, working with vulnerable people and confidentiality issues.~~
- 1.45 ~~The terms and conditions of the Assessor's legal relationship; full/part time employment, associate or self-employed to the Quality Assurance Provider shall be given to the Assessor in full and in writing before the Quality Assurance Provider accepts the Assessor for work.~~
- 1.46 ~~The Quality Assurance Provider shall keep a record of any formal interview conducted with an Assessor. Information in relation to the interviews shall be held within a secure database system (refer to Section 11 Data Security) and be made available to the Authority and/or Buyer upon request within 5 working days.~~
- 1.47 ~~The Supplier shall keep a secure database (refer to Section 11 Data Security) from which they are able to demonstrate that all Assessors possess the qualifications, competencies and skills to meet the standards required by the Authority and/or Buyer as part of the delivery of services under Lot 6.~~
- 1.48 ~~The Quality Assurance Provider shall have a process in place to ensure that any Assessors can declare a conflict of interest and abide by the Quality Assurance Providers Code of Conduct. This process may be reviewed by the Authority to ensure it is compliant with 1.14 of Appendix 6.~~
- 1.49 ~~The Quality Assurance Provider should be aware that the Buyer may need additional services which will be agreed at Call Off Contract Stage.~~
- 
- 1.50 ~~The Quality Assurance Provider shall provide End User Feedback as a separate service. This service shall deliver the following:~~
- ~~• The creation of a bespoke model to collate end user feedback on behalf of the Buyer.~~
  - ~~• Management of the process, analysis and reporting.~~
- 1.51 ~~The Quality Assurance Provider must be able to deliver a tailored solution to gather feedback in any of the languages, but not limited to, those described in Annex 3.~~
- 1.52 ~~The Quality Assurance Provider shall provide this service using a variety of mediums to positively influence engagements such as:~~
- ~~• By post~~
  - ~~• By SMS~~
  - ~~• By Email~~
  - ~~• By Phone~~
- 1.53 ~~The Buyer would determine the scope, languages and model at Call Off stage.~~
- 1.54 ~~The Quality Assurance Provider must have the capability to upscale their service delivery to ensure continuity of service throughout the lifetime of the Framework so that the on boarding of new Buyers does not affect the service received by existing Buyers.~~



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- 1.55 ~~The Quality Assurance Provider must host a website clearly stating it is a provider to the Crown Commercial Service and what Lots the Supplier has been awarded to. The Website should also include contact details for the Commercial Agreement Manager of the Framework.~~
- 1.56 ~~The Quality Assurance Provider shall be responsible for the professional development, accountability and quality of the directly employed Assessors used to provide services to the Buyer. Where the Assessor is not directly employed the Quality Assurance Provider shall ensure that they have the correct level of professional development, training, and quality to perform the assignment allocated to them and they have access to guidance on how to improve their skills.~~
- 1.57 ~~Where the Assessor is directly employed by the Quality Assurance Provider any training and continuing professional development (CPD) shall be provided by and at the expense of the Supplier. The Supplier shall not pass on any costs of such training to the Assessor.~~
- 1.58 ~~The Quality Assurance Provider shall ensure that all staff, whether employed or contracted including Assessors and sub-contractors are security cleared to the appropriate level as specified by the Buyer, prior to them undertaking work on this Framework.~~
- 1.59 ~~The Quality Assurance Provider shall comply with the relevant guidance for any vetting including any requirements agreed by the Buyer at the Call Off stage which may include the administration of managing the clearances.~~
- 1.60 ~~The Quality Assurance Provider may be required to implement physical, technical, personnel and procedural security controls as part of a layered or defence in depth approach to security that effectively balances prevention, detection, protection and response. The Buyer will stipulate their precise requirements at the Call Off Contract stage.~~
- 1.61 ~~The Quality Assurance Provider shall ensure that a robust Security Incident/Breach procedure is in place for their premises and the Buyer informed immediately of any compromise to the Quality Assurance Provider's and/or Buyers' assets.~~
- 1.62 ~~The Quality Assurance Provider must comply and remain compliant with the [HMG Security Policy Framework \(SPE\)](#) due to the sensitive nature of some of the information contained as part of the delivery of the Framework and subsequent Call Offs.~~
- 1.63 ~~The Quality Assurance Provider must ensure that the appropriate level of data security is implemented in the provision of the Services to maintain acceptable risk levels for the handling of data securely as defined by the Buyer at Call Off stage.~~
- 1.64 ~~Interpreters/Translators shall not keep notes of the assignment electronically. Any paper notes made by the Interpreter shall be cross shredded and securely disposed of in a manner that complies at least with HMG Standard No.5 (IS5) or its equivalent.~~
- 1.65 ~~The Quality Assurance Provider, any Subcontractors, Assessor's and systems utilised to deliver services under the Framework must maintain data in line with the requirements set out in Joint Schedule 11 (Data Processing). The Quality Assurance Provider must also ensure that any changes/replacements to these laws are enacted according to the requirements set out by HMG.~~
- 1.66 ~~All directly employed staff must receive training on GDPR and the Data Protection Act and evidence of this training must be maintained for the duration of the Framework Agreement and/or Call Off. This may be requested by the Authority, and/or Buyer and must be supplied within 5 working days.~~
- 1.67 ~~The Buyer shall specify which payment option(s) they will require at the Call Off Contract stage. The Quality Assurance Provider shall have the ability to support payment options, with no additional charge, as directed by the Buyer to include, but not limited to:~~

## PSC Core Terms

- ~~Electronic Procurement Cards (EPCs)~~
- ~~Billing to project and/or cost centre codes~~
- ~~Lodge cards~~
- ~~Consolidated invoice accounts, for example 7 or 30 days~~
- ~~Individual and/or single bill back (for example not consolidated)~~
- ~~Manual invoicing~~
- ~~Invoicing to different levels of detail~~

1.68 ~~The Quality Assurance Provider shall comply with Buyer's requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Buyer.—~~

1.69 ~~Invoices shall be created in line with the Buyer's requirements but at a minimum they must contain itemised charges for service provided and rates applied.—~~

1.70 ~~The Quality Assurance Provider shall at all times during the Framework Period and the term of any Call Off Contract(s), comply with the Standards and must be certificated in the following Standards by the end of the first Framework contract year:~~

**~~a) Service Management Standards~~**

- ~~ISO 9001:2015 Certified~~
- ~~ISO 22301:2012/2019 Certified~~

**~~b) Information Security Management Standards~~**

- ~~ISO 27001:2013/2017 Certified~~

1.71 ~~The Buyer may ask for additional Standards which will be specified at Call Off Contract stage.~~

1.72 ~~The Authority and Buyer shall not be liable for any costs of implementing these Standards and the full cost of implementation shall be borne by the Supplier.~~

1.73 ~~The Authority and/or Buyer may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs). The Quality Assurance Provider shall within one working day of request by the Authority and/or Buyer provide the required data or information.~~

1.74 ~~The Quality Assurance Provider shall provide the Authority with data in relation to the number of complaints received on a quarterly basis or as agreed at Call Off stage. This data must inform the Authority about the total volume of complaints, the volume upheld, the volume which were considered founded and the volume by service delivery.~~

1.75 ~~The Quality Assurance Provider shall provide the Authority with updates on, but not limited to, the following: number of Assessor's it has available, age groups and how many new entrants there have been on an annual basis.~~

1.76 ~~The Quality Assurance Provider shall produce and provide to the Authority and/or the Buyer any requested tailored/non standard Management Information reports as may be reasonably requested by the Authority or Buyer from time to time which shall be provided free of charge, for example Gain share/Equality and Diversity Monitoring.~~

1.77 ~~The Quality Assurance Provider shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints initiated by the Authority and/or Buyer, its representatives and/or its customers, employees and contractors. The procedure should allow for the identification and tracking of individual complaints from initiation to resolution.~~

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- 1.78 ~~Complaints shall be acknowledged within 24 hours, and satisfactorily resolved within 5 working days, or at time period in agreement with the Authority/Buyer.~~
- 1.79 ~~The Authority, where appropriate, will meet with the Buyer in order to discuss delivery performance and address any concerns that may exist around the provision of services.~~
- 1.80 ~~The Quality Assurance Provider shall ensure that it has a policy in place that enables employed staff and other members of your organisation to voice concerns in a responsible and effective manner, this includes where a staff member and other members of your organisation discovers information which they believe shows serious malpractice or wrongdoing within the organisation. The policy shall allow for this information to be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done independently of line management. The policy shall include:—~~
- ~~● Details of The Public Interest Disclosure Act, which came into effect in 1999 and gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns.~~
  - ~~● Details of a prescribed person or body if an individual feels they cannot go to their employer.~~

**31 ANNEX 1 - QUALIFICATIONS****TRANSLATION & TRANSCRIPTION SERVICES**

The range of Translator qualifications for this service include, but are not limited to, the below. The Supplier must be able to provide all of the below upon request within the pricing submitted.

**Translation:**

- Honours degree in the relevant language and/or a degree in Translation.
- QCF Level 7 qualification in translation or an MA in Translation.
- Recognised postgraduate qualification in Translation (for transcribers preferably the Diploma in Public Services Interpreting in the relevant genre.

**Transcription:**

- Qualifications for Transcription requirements may include the above or those set out for Spoken Face to Face and Video Interpretation and will be clarified at Call Off stage.

**TELEPHONE INTERPRETING SERVICES**

The range of interpreting qualifications and criteria required for Telephone and Video Interpreting shall include the below. Please note the qualifications listed must be held in the language the interpreter is intended to deliver.

**On Demand Telephone Interpretation:**

- Level 3 Community Interpreting
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.
- Level 1 Interpreting

**Pre-Booked Telephone Interpretation:**

- DPSI Qualification (including Law)
- Diploma in Police Interpreting
- Diploma in Community Interpreting
- QCF Level 6 in Interpretation
- QCF Level 7 in Interpretation
- Honours degree in the relevant language with Interpreting component and/or a degree in Interpreting.
- QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
- Level 3 Community Interpreting or equivalent
- Level 4 Community Interpreting or equivalent
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.

All spoken interpreters must have IELTS of 6.5 or equivalent as a minimum requirement.

**SPOKEN FACE TO FACE & VIDEO QUALIFICATIONS**

## PSC Core Terms

The range of interpreting qualifications and criteria required for Spoken Face to Face and Video Interpreting shall include the below. The qualifications listed must be held in the language the interpreter is intended to deliver.

- DPSI Qualification (including Law)
- Diploma in Police Interpreting
- Diploma in Community Interpreting
- QCF Level 6 in Interpretation
- QCF Level 7 in Interpretation
- Honours degree in the relevant language with Interpreting component and/or a degree in Interpreting.
- QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
- Level 3 Community Interpreting or equivalent
- Level 4 Community Interpreting or equivalent
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.

All spoken interpreters must have IELTS of 6.5 or equivalent as a minimum requirement.

**ANNEX 2 - BANDINGS**



<b>BAND 1</b>			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<b>Framework Schedule 1 (Specification)</b> Crown Copyright 2020			
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Native speaker of the relevant foreign language.</li> <li>QCF Level 2 Interpreting Course</li> </ul>	Less than 100 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> <li>Non-complex conversations.</li> <li>Telephone Interpreting for basic administrative conversations</li> <li>Community Interpreting</li> </ul>
<b>BAND 2</b>			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Native speaker of the relevant foreign Language</li> </ul> And <ul style="list-style-type: none"> <li>Community Interpreting Certificate or an equivalent qualification at QCF Level 2/3 Interpreting Course</li> </ul> And <ul style="list-style-type: none"> <li>Provide documented evidence of language-specific training and/or CPD within the preceding 12 months</li> </ul>	100 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> <li>Non-complex conversations.</li> <li>Telephone Interpreting for basic administrative conversations.</li> <li>Community Interpreting</li> </ul>
<b>BAND 3</b>			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 7.5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Diploma in Public Sector Interpreting</li> <li>Diploma in Police Interpreting</li> <li>QCF Level 6 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently.</li> </ul> And	101-400 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> <li>Can deliver complex requirements</li> <li>Can work across the public sector and deliver complex requirements.</li> </ul>



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	<ul style="list-style-type: none"> <li>Provide documented evidence of language-specific training and/or CPD within the preceding 12 months</li> </ul>		
<b>BAND 4</b>			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 7.5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Diploma in Public Sector Interpreting</li> <li>Diploma in Police Interpreting</li> <li>QCF Level 6 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently.</li> </ul> <p>And</p> <ul style="list-style-type: none"> <li>Provide documented evidence of language-specific training and/or CPD within the preceding 12 months</li> </ul>	400-1000 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> <li>Can deliver complex requirements</li> <li>Can work across the public sector and deliver complex requirements.</li> </ul>
<b>BAND 5</b>			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 7.5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Diploma in Public Sector Interpreting (with specialism such as Law/Health)</li> <li>Diploma in Police Interpreting</li> <li>QCF Level 7 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently.</li> </ul> <p>And</p> <ul style="list-style-type: none"> <li>Provide documented evidence of language-specific training and/or CPD within the preceding 12 months</li> </ul>	1000+ Hours of Public Sector Interpreting	<ul style="list-style-type: none"> <li>Can deliver complex requirements</li> <li>Can work across the public sector and deliver complex requirements.</li> </ul>

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REGISTERED SIGN LANGUAGE INTERPRETER – RSLI	
Registered:	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in all Public Sector settings, dealing with complex requirements.</li> </ul>
TRAINEE SIGN LANGUAGE INTERPRETER – TSLI	
Registered:	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.</li> </ul>
REGISTERED INTERPRETER FOR DEAFBLIND PEOPLE	
Registered:	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in all Public Sector settings, dealing with complex requirements.</li> </ul>
REGISTERED TRAINEE INTERPRETER FOR DEAFBLIND PEOPLE	
Registered:	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.</li> </ul>

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Model Version: v3.2

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REGISTERED LIPSPEAKER	
Registered:	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in all Public Sector settings, dealing with complex requirements.</li> </ul>
TRAINEE LIPSPEAKER	
Registered:	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.</li> </ul>
REGISTERED ELECTRONIC OR MANUAL NOTETAKER	
	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in all Public Sector settings, dealing with complex requirements.</li> </ul>
TRAINEE ELECTRONIC OR MANUAL NOTETAKER	
Registered:	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or	<ul style="list-style-type: none"> <li>Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.</li> </ul>

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<ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	
<b>REGISTERED SPEECH TO TEXT REPORTER</b>	
	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in all Public Sector settings, dealing with complex requirements.</li> </ul>
<b>TRAINEE SPEECH TO TEXT REPORTER</b>	
Registered:	Tasks:
<ul style="list-style-type: none"> <li>Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD)</li> </ul> or <ul style="list-style-type: none"> <li>Scottish Register of Language Professionals with the Deaf Community.</li> </ul>	<ul style="list-style-type: none"> <li>Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.</li> </ul>

<b>TRANSLATOR BAND</b>		
English Language Skills (minimum requirement)	Qualifications or Equivalent:	Tasks:
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 7.5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Honours degree in the relevant language and/or a degree in Translation.</li> <li>QCF Level 7 qualification in translation or an MA in Translation.</li> <li>Recognised postgraduate qualification in Translation (for transcribers preferably the Diploma in Public Services Interpreting in the relevant genre.</li> </ul>	<ul style="list-style-type: none"> <li>Can deliver both common and specialist translation requirements.</li> </ul>

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**3 ANNEX 3 – LANGUAGE LIST**

Group A	Group B		Group C		Group D	Group E
Western European	Eastern European		Asian, Arabic & Oriental		African	Specialist (Rare)
Basque	Albanian	Serbo-Croatian	Arabic	Kyrgyz	Afrikaans	Alcholi
Catalan	Belarussian	Slovak	Armenian	Malay	Algerian	Akan (Asante/Fante)
Danish	Bosnian	Slovenian	Assyrian	Malayalam	Amharic	Bantu
Dutch	Bulgarian	Turkish	Azerbaijani	Mandarin	Bravanese	Bete (Nigeria)
English	Croatian	Ukrainian	Bengali	Marathi	Fulani (Nigeria)	Creole
Flemish	Czech		Burmese	Mongolian	Ga (Ghanaian)	Dinka
French	Estonian		Cantonese	Nepali	Hausa	Konkani (Kannada Script)
German	Finnish		Dari	Pashto	Igbo (Ibo)	Kikongo
Italian	Georgian		Farsi, Eastern (Afghan)	Punjabi	Kinyarwanda	Kikuyu
Norwegian	Greek		Farsi, Western (Persian)	Punjabi (Mirpuri)	Lingala	Kirundi
Portuguese	Hungarian		Gujerati	Sinhalese	Lugandan	Kisii (Kenya)
Spanish	Latvian		Gurmukhi(Punjabi Script)	Sylheti (Bengali)	Ndebele(Zimbabwe)	Krio (SL)
Swedish	Lithuanian		Hakka (China)	Tamil	Shona (Zimbabwe)	Laotian

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	Macedonian		Hebrew	Tagalog/Filipino	Oromo (Ethiopia)	Luo (Uganda)
	Maltese		Hindi	Telugu	Somali	Lutoria
	Moldovan		Indonesian	Thai	Swahili	Mandingo/Mandinka
	Polish		Japanese	Tibetan	Tigrinya	Mauritian-Creole
	Romanian		Khmer (Cambodian)	Urdu	Twi	Papiamentu
	Russian		Korean	Uzbek	Yoruba	Seychelles-Creole
	Serbian		Kurdish (Sorani)	Vietnamese	Zulu	Wolof
			Kurdish (Kurmanji/Bahdini)			Gaelic (Scottish/Irish)
						Welsh
						Icelandic

## 4 ANNEX 4 – REGIONAL AREAS

North East	Tees Valley & Durham, Northumberland & Tyne and Wear
North West	Cumbria, Cheshire, Greater Manchester, Lancashire, Merseyside
Yorkshire and the Humber	East Yorkshire & Northern Lincolnshire (Humberside), North Yorkshire, South Yorkshire, West Yorkshire

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East Midlands	Derbyshire, Nottinghamshire, Leicestershire, Rutland, Northamptonshire, Lincolnshire
West Midlands	Herefordshire, Worcestershire, Warwickshire, Shropshire, Staffordshire, West Midlands
East of England	East Anglia (Cambridgeshire, Norfolk and Suffolk), Bedfordshire, Hertfordshire, Essex
Greater London	Inner London – West, Inner London – East, Outer London – East and North East, Outer London – South, Outer London – West and North West
South East	Berkshire, Buckinghamshire, Oxfordshire, Surrey, East Sussex, West Sussex, Hampshire, Isle of Wight, Kent
South West	Gloucestershire, Wiltshire, Bristol, Dorset, Somerset, Devon, Cornwall and Isles of Scilly
Wales	West Wales, The Valleys, East Wales
Scotland	Eastern Scotland, South Western Scotland, North Eastern Scotland, Highlands and Islands
Northern Ireland	Northern Ireland
Overseas	World











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Service

# Core Terms

## **1. Definitions used in the contract**

- 1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

## **2. How the contract works**

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
  - create new Call-Off Schedules
  - exclude optional template Call-Off Schedules
  - use Special Terms in the Order Form to add or change terms
- 2.5 Each Call-Off Contract:
- is a separate Contract from the Framework Contract
  - is between a Supplier and a Buyer
  - includes Core Terms, Schedules and any other changes or items in the completed Order Form
  - survives the termination of the Framework Contract
- 2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it

**Framework Schedule 1 (Specification)**

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failed to either:

- verify the accuracy of the Due Diligence Information

- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

## **3. What needs to be delivered**

### **3.1 All deliverables**

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

### **3.2 Goods clauses**

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## **4 Pricing and payments**

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

#### 4.3 All Charges and the Management Charge:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

#### 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

#### 4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

#### 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

#### 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

#### 4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for the relevant item

#### 4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

#### 4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

#### 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.



## 5. The buyer's obligations to the supplier

### 5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

### 5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

## 6. Record keeping and reporting

### 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

### 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

### 6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

### 6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

### 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

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

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

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

## **7. Supplier staff**

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- be appropriately trained and qualified
  - be vetted using Good Industry Practice and the Security Policy
  - comply with all conduct requirements when on the Buyer's Premises
- 7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **8. Rights and protection**

- 8.1 The Supplier warrants and represents that:
- it has full capacity and authority to enter into and to perform each Contract
  - each Contract is executed by its authorised representative
  - it is a legally valid and existing organisation incorporated in the place it was formed
  - there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
  - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
  - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
  - it is not impacted by an Insolvency Event
  - it will comply with each Call-Off Contract
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract

- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## 9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

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

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

## 10. Ending the contract

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

10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

### **10.3 Ending the contract without a reason**

10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

### **10.4 When CCS or the buyer can end a contract**

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

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract;
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

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

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

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

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

## **10.5 What happens if the contract ends**

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## **10.6 When the supplier can end the contract**

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

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

## **10.7 When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

## **10.8 Partially ending and suspending the contract**

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

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

10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

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

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

## **11. How much you can be held responsible for**

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

11.3 No Party is liable to the other for:

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

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

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- to the extent it arises as a result of a Default by the Supplier, any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty; or
- its obligation to pay the required Management Charge or Default Management Charge

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

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

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

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

- Deductions
- any items specified in Clause 11.5 or Clause 11.6

11.9 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## 12. Obeying the law

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

12.2 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## 13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## 14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
  - restore the Government Data itself or using a third party
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
  - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
  - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
  - securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
  - indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## 15. What you must keep confidential

- 15.1 Each Party must:



- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

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

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

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

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

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

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

## **17. Invalid parts of the contract**

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

## **18. No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## **19. Other people's rights in a contract**

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

## **20. Circumstances beyond your control**

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

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

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

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

## **21. Relationships created by the contract**

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

23.1 The Supplier cannot assign a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

## **24. Changing the contract**

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

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by CCS or the Buyer

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

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

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

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

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

## **25. How to communicate about the contract**

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## 26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

## 27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

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

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract,

and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

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

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

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

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

## **28. Equality, diversity and human rights**

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

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

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

## **29. Health and safety**

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

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

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

## 30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## 31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

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

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which

the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements

- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

## **32. Conflict of interest**

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **33. Reporting a breach of the contract**

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

- Law
- Clause 12.1
- Clauses 27 to 32

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

## **34. Resolving disputes**

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

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

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

- determine the Dispute
- grant interim remedies



- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

## **35. Which law applies**

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

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](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 S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 3. Modern Slavery, Child Labour and Inhumane Treatment

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The 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 or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
  - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking 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 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 can be found online at:**

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

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref:

Crown Copyright 2020

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Project Version: v1.0

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Crown Copyright 2020

Response	Percentage
U.S. should take action against the Russian invasion of Ukraine	85%
U.S. should not take action against the Russian invasion of Ukraine	15%

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**Call-Off Schedule 4 (Call-Off Tender)**

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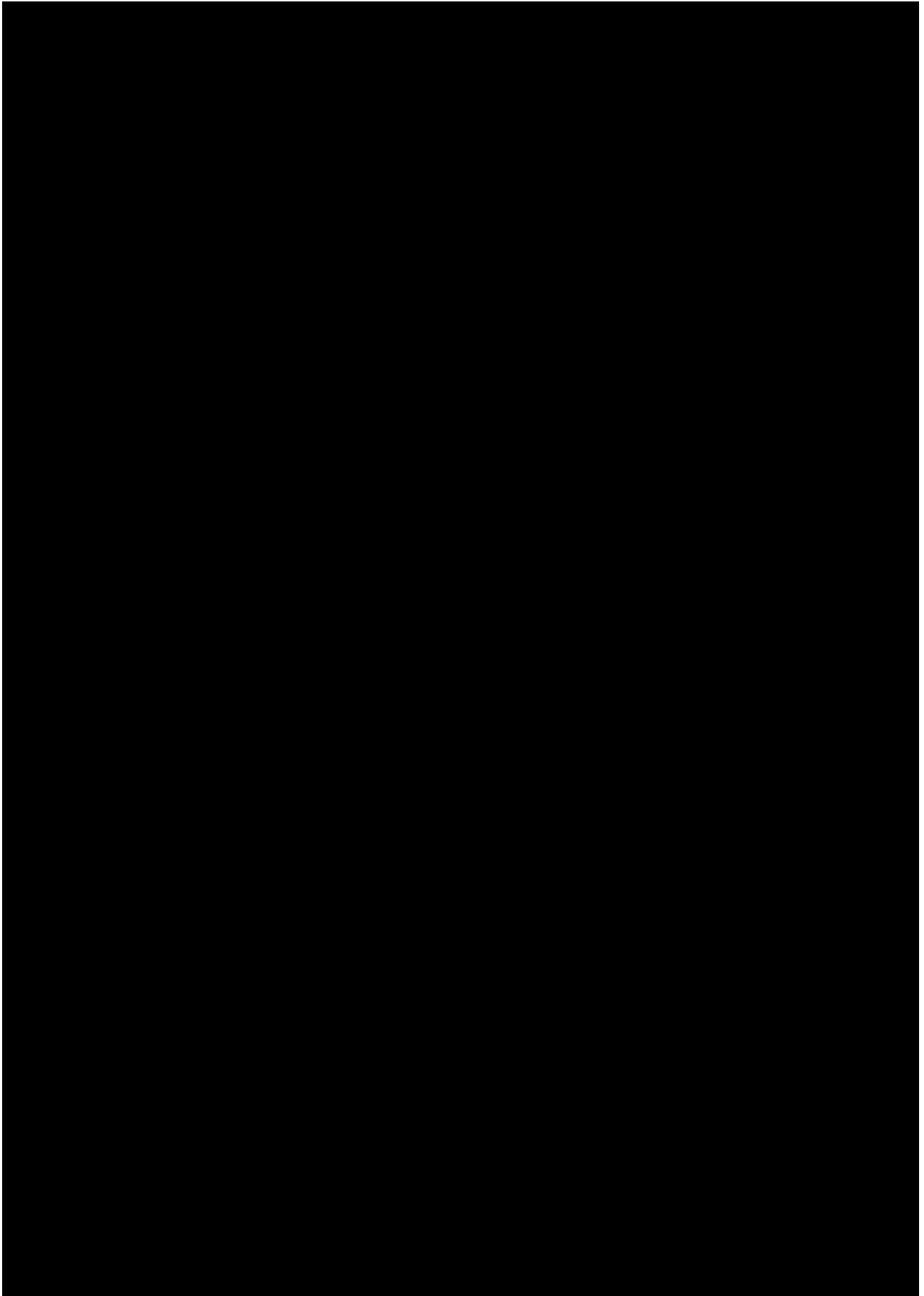
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**Call-Off Schedule 4 (Call-Off Tender)**

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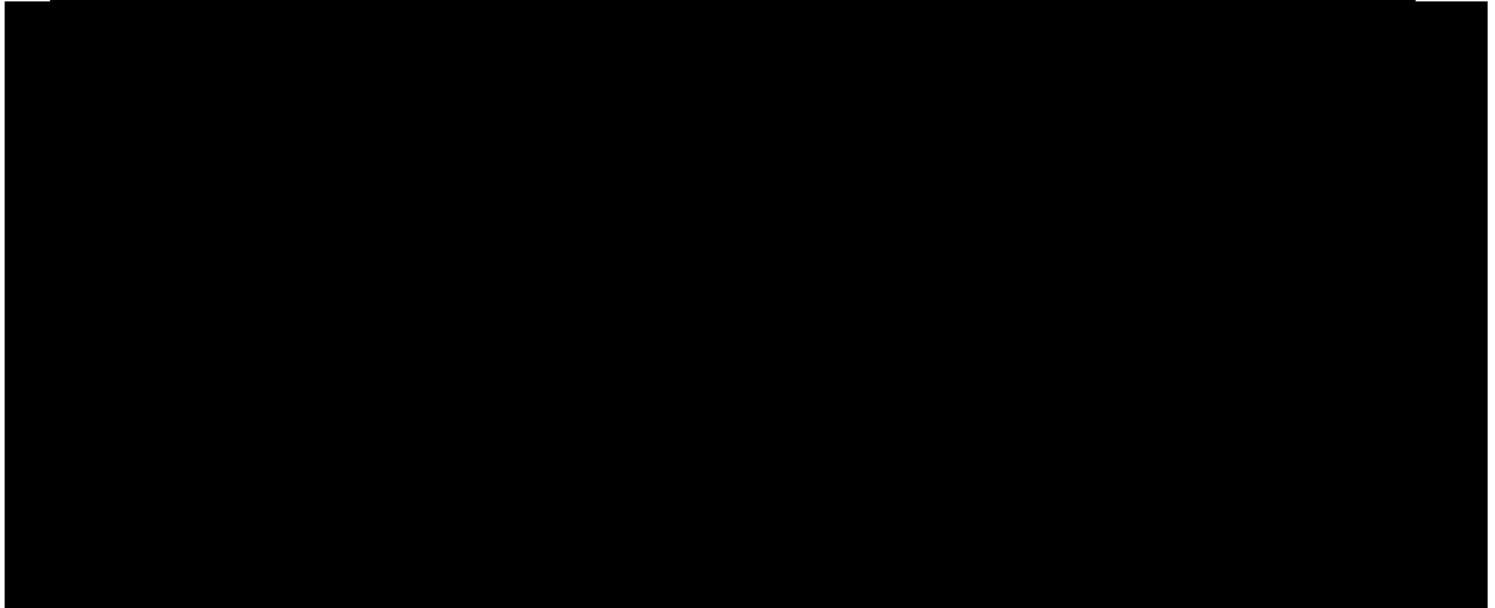
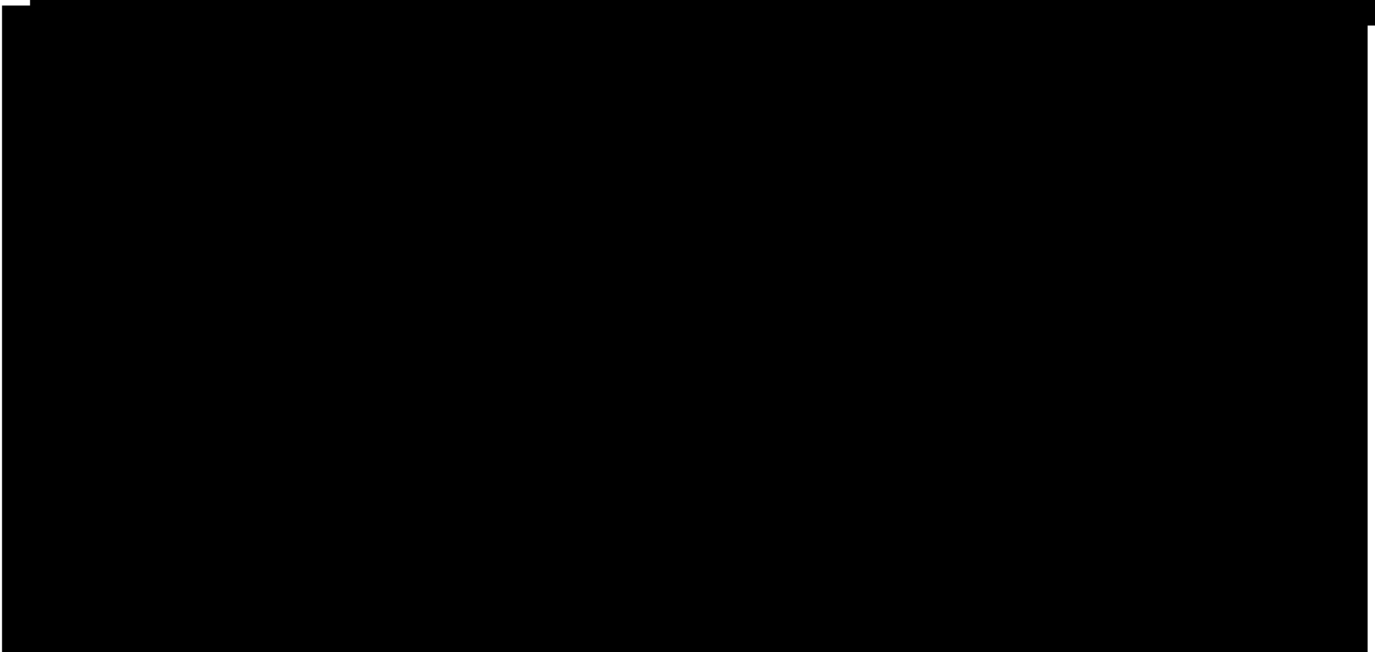
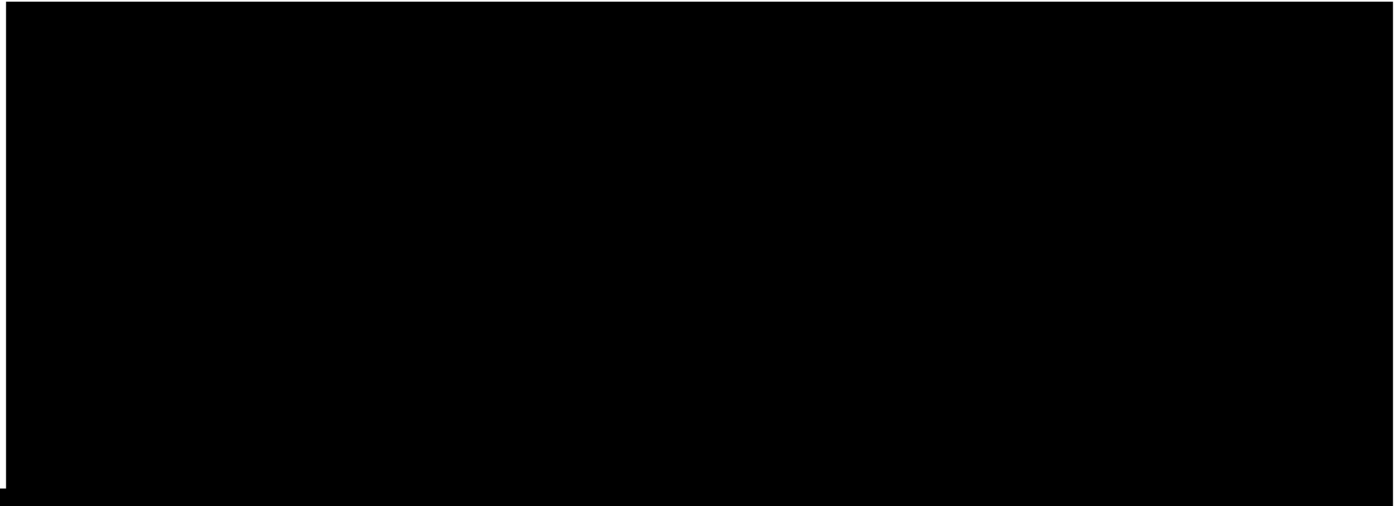
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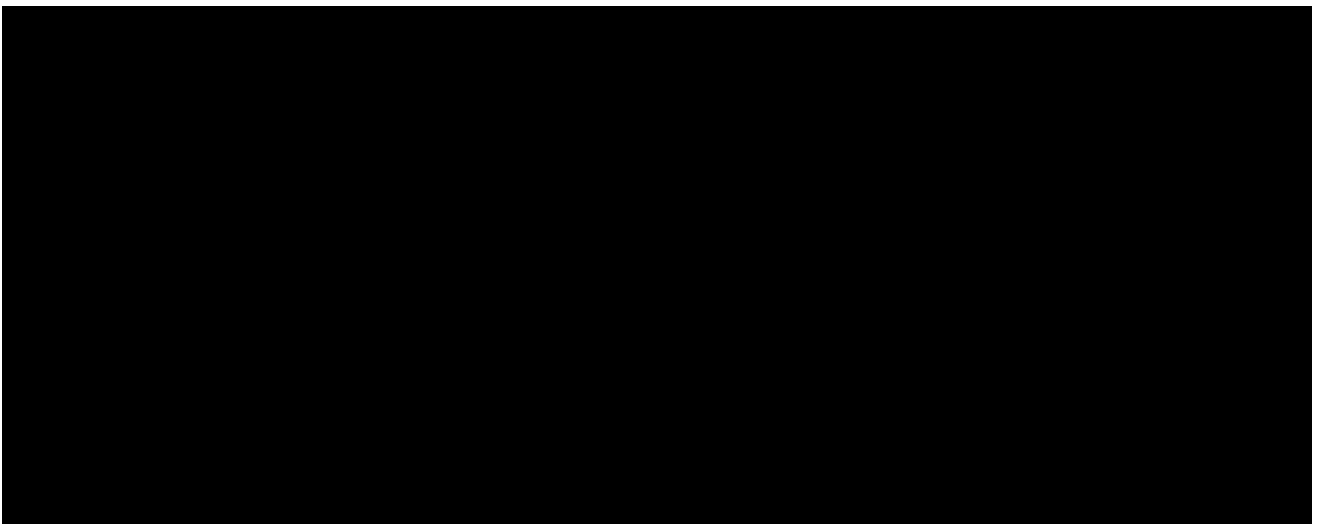
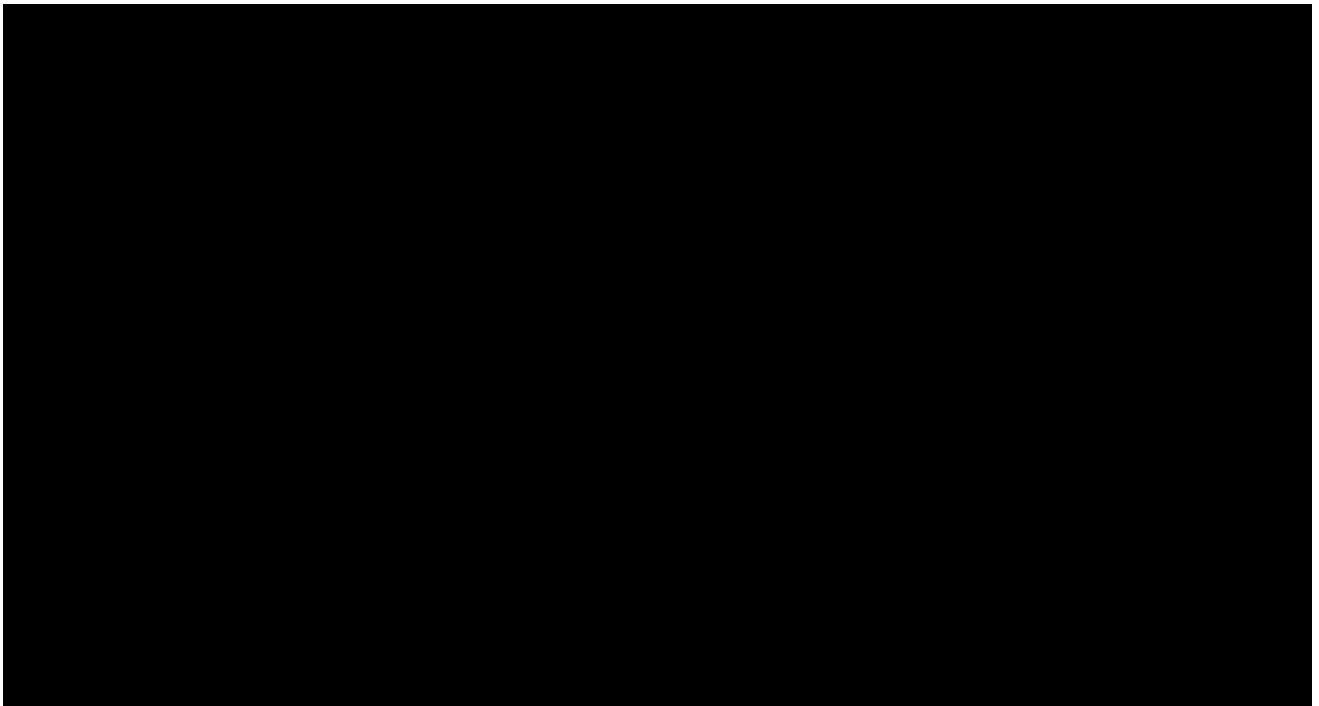
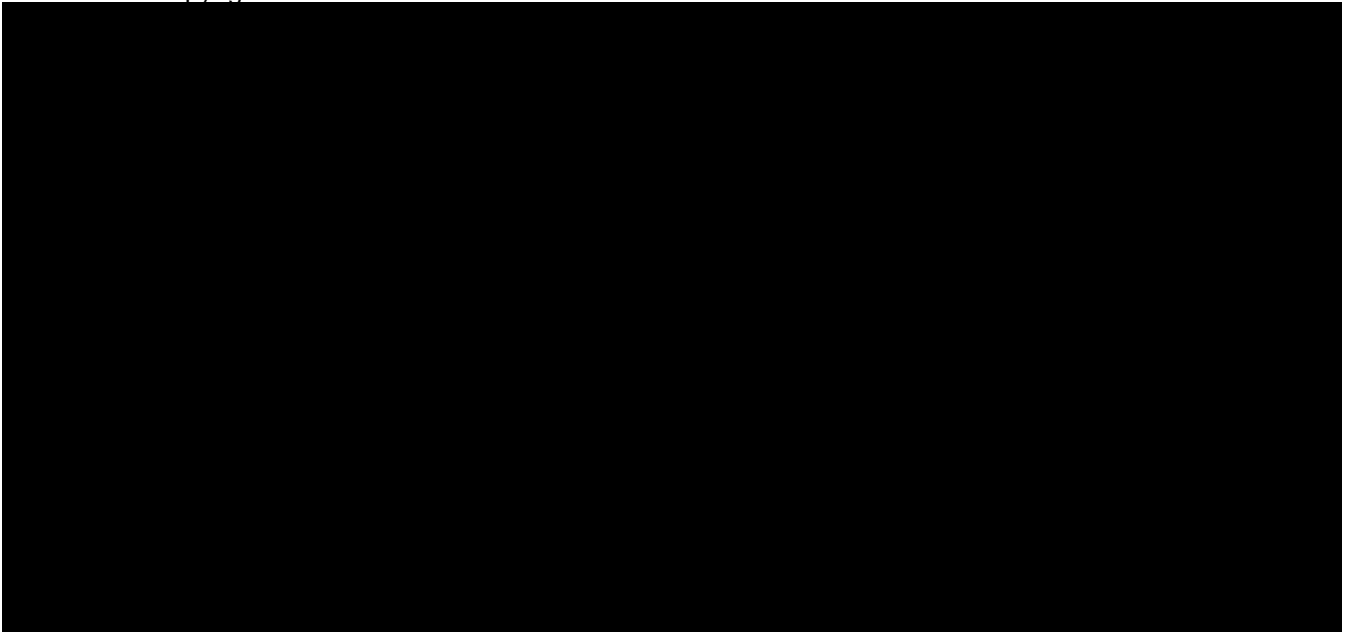
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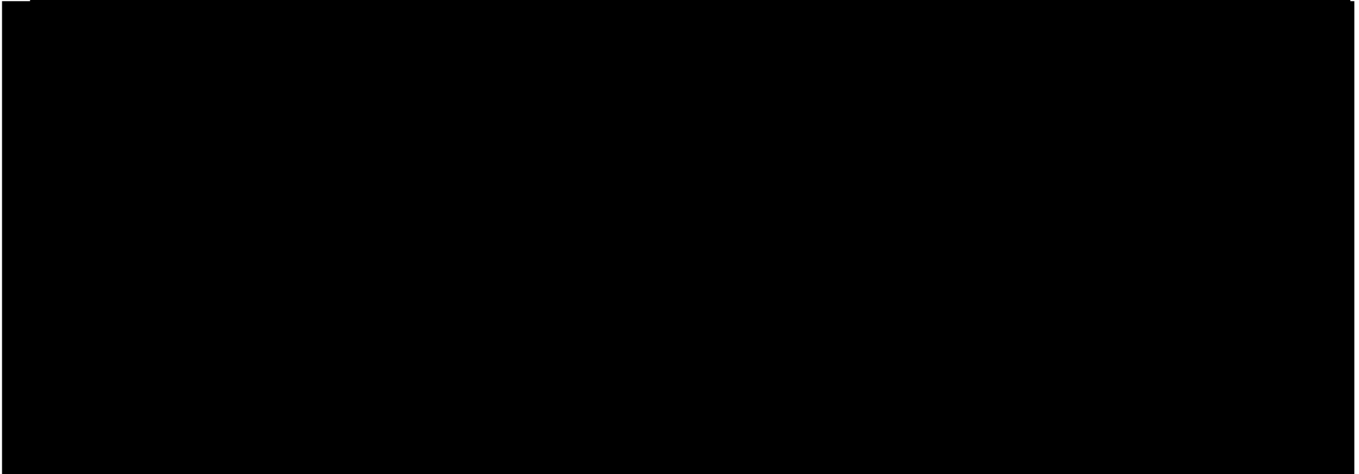
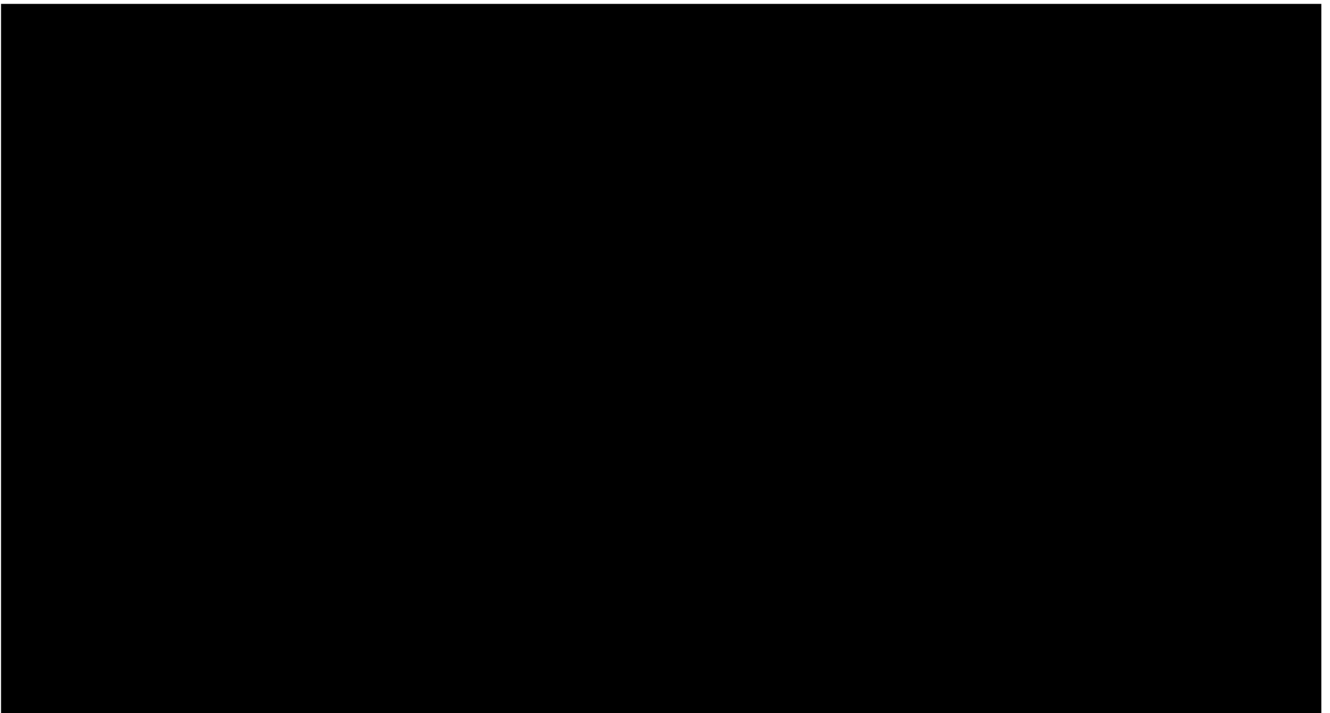
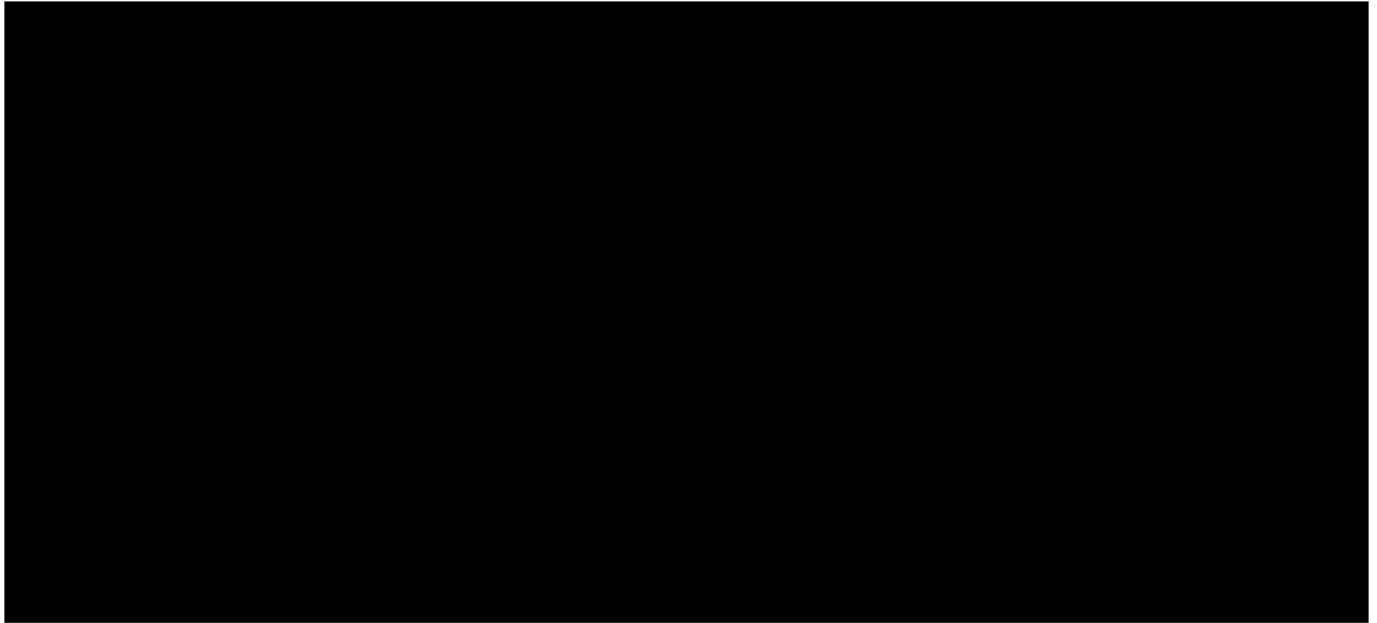
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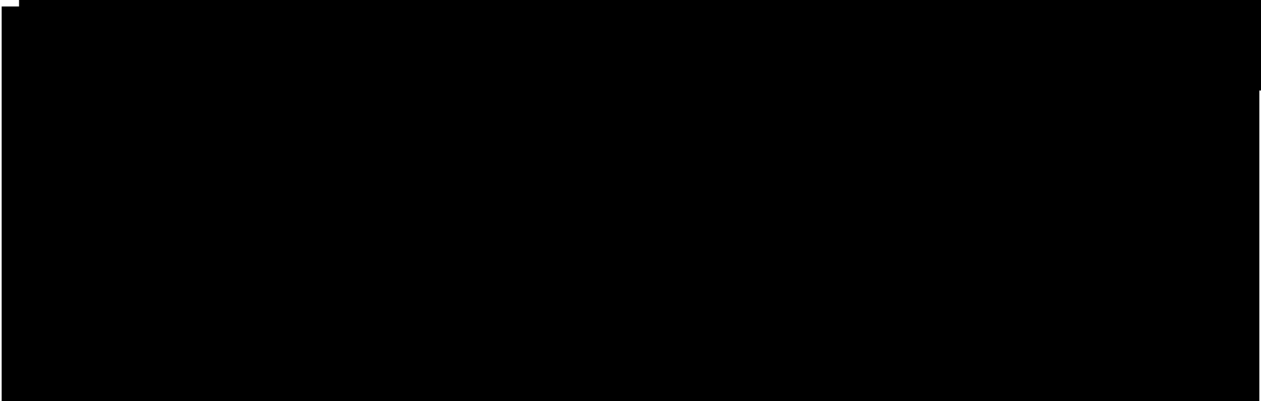
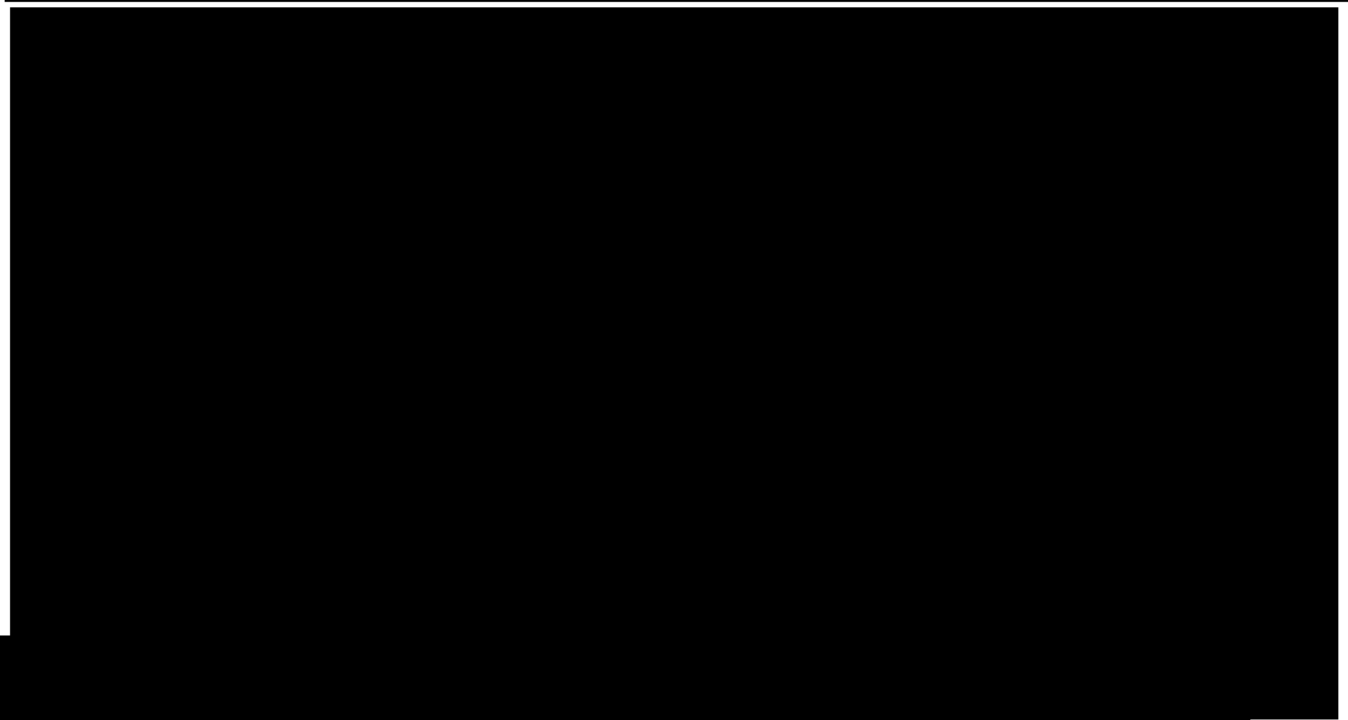
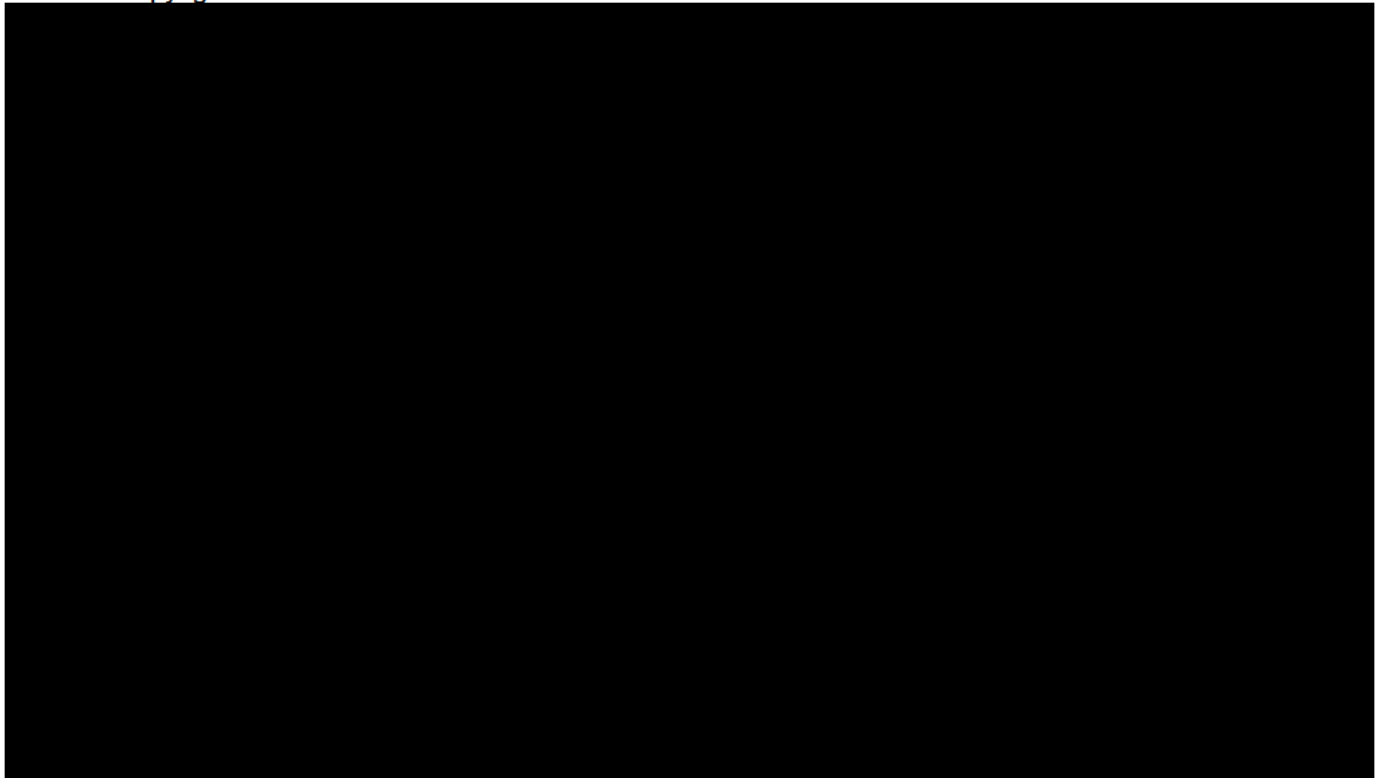
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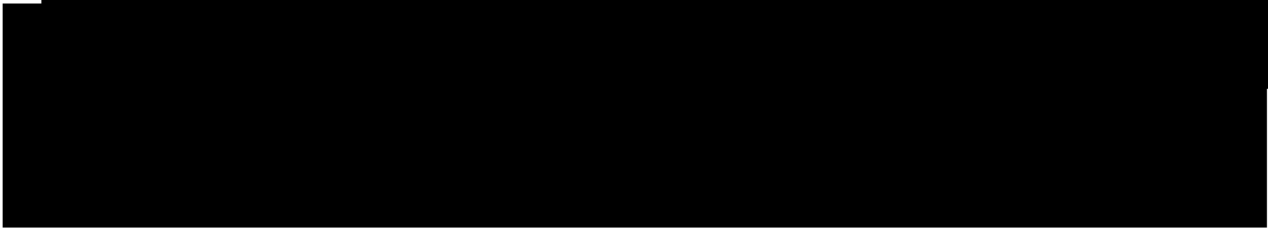
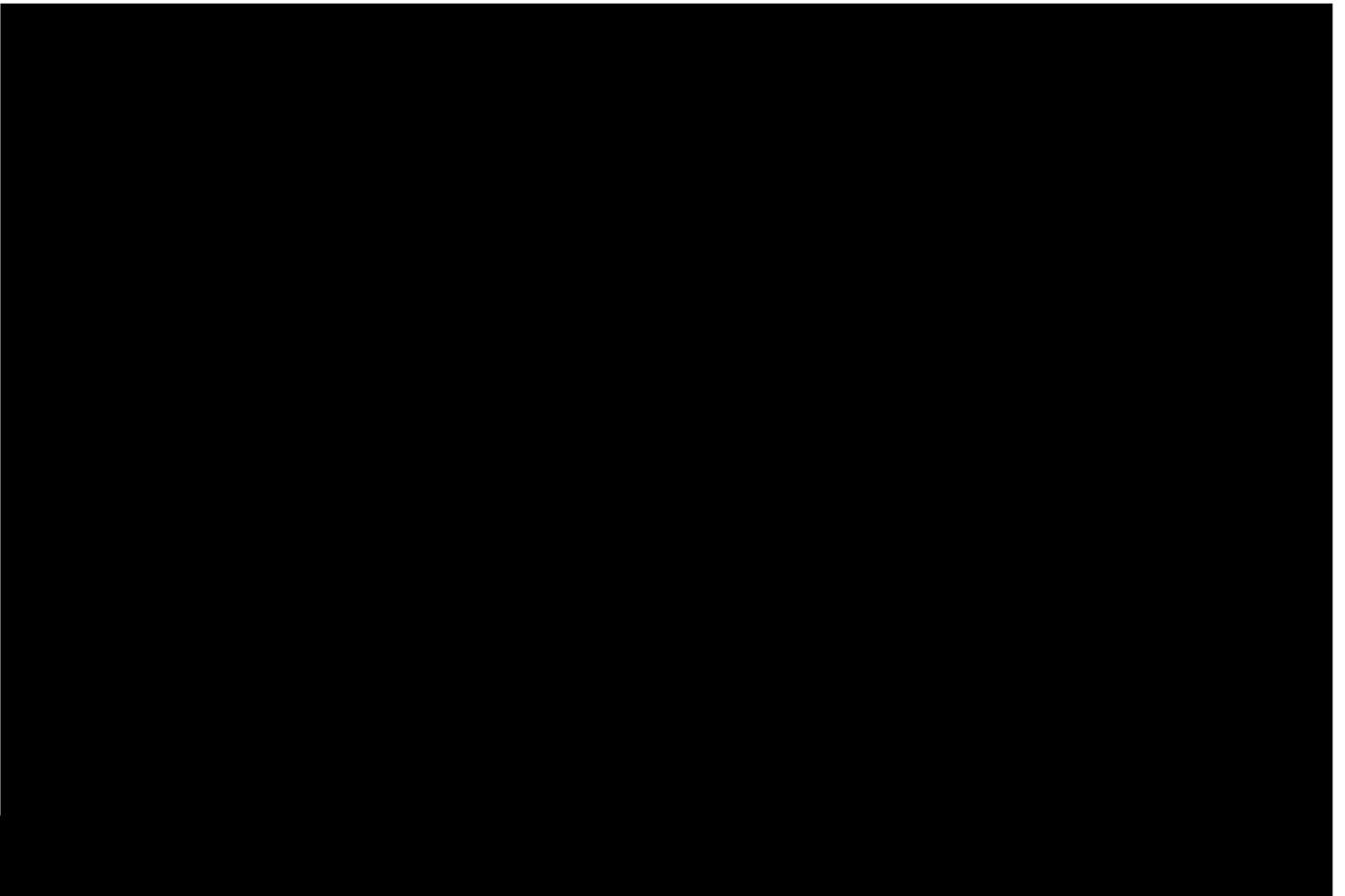
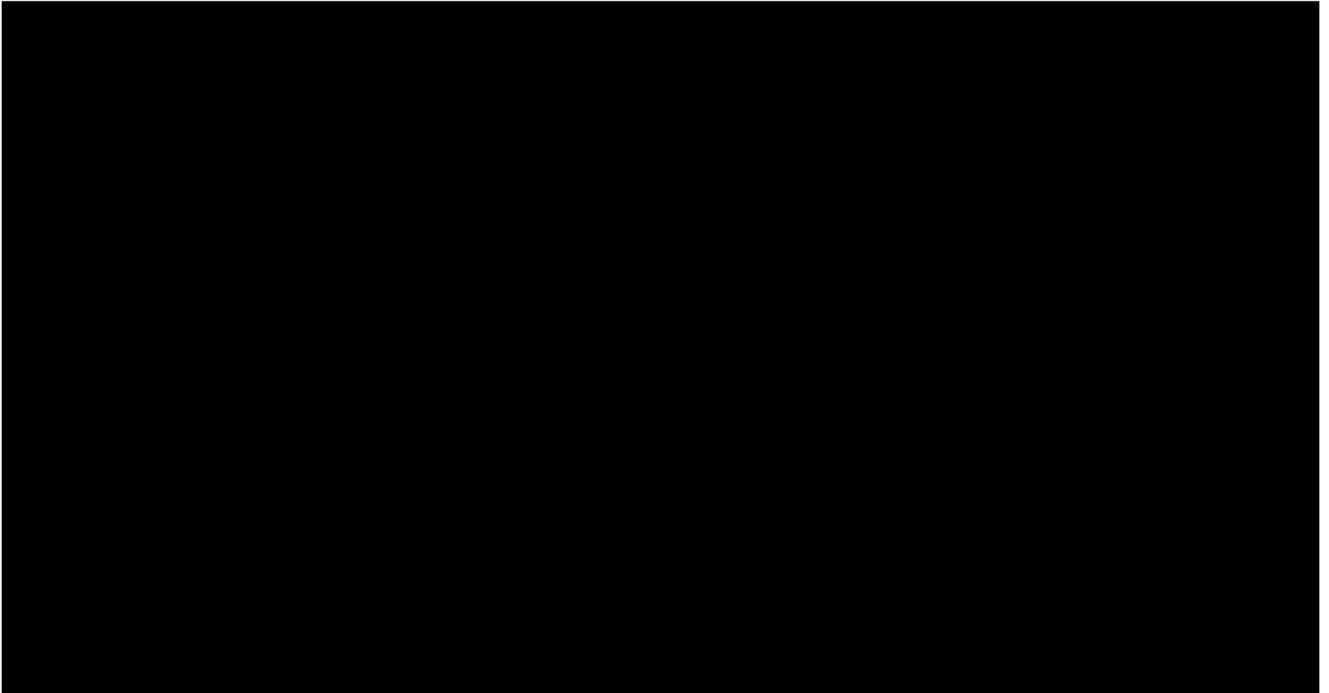
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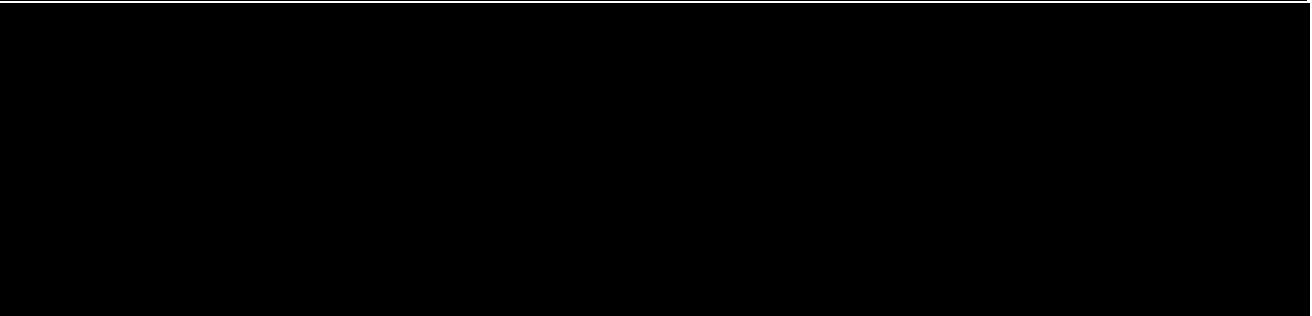
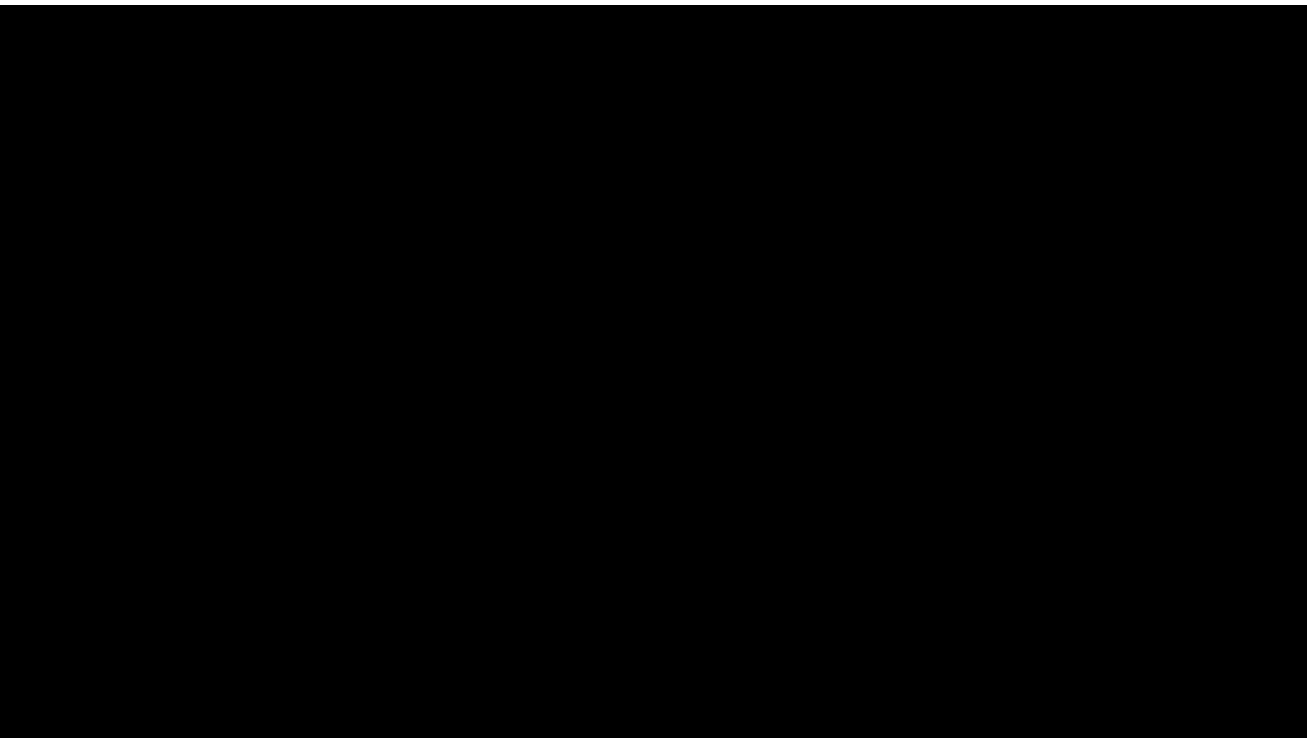
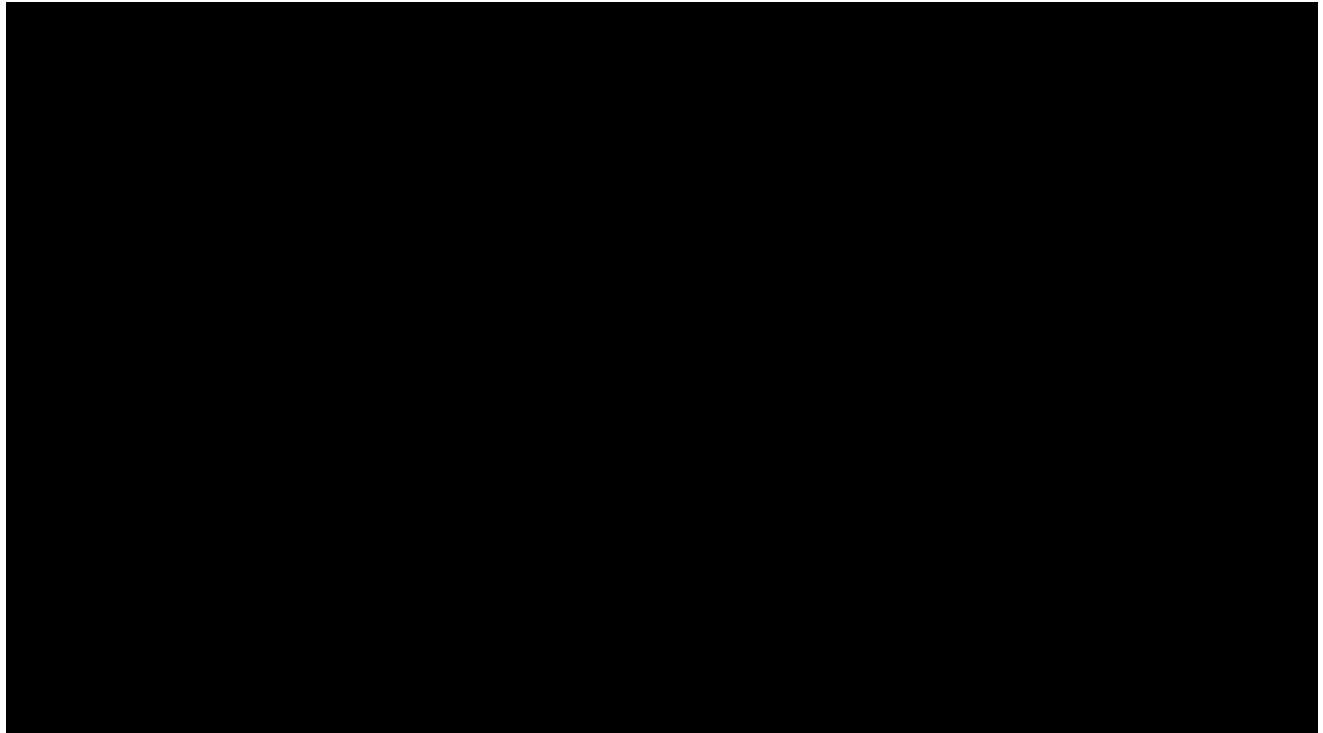
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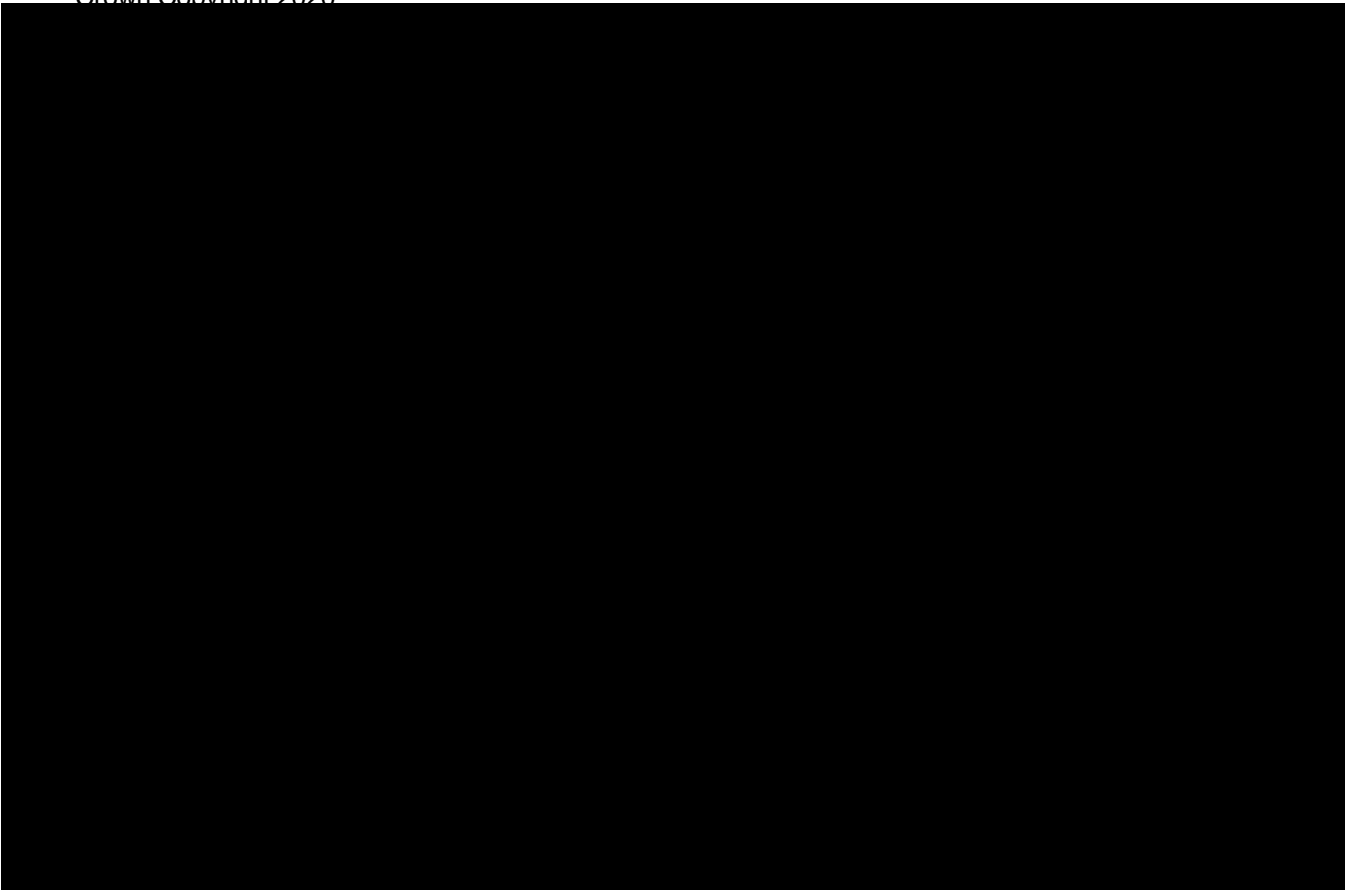
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Response	Percentage
Yes, the current administration is responsible	85%
No, the current administration is not responsible	15%

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[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]  
■ [REDACTED]  
■ [REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

■ [REDACTED]

[REDACTED]

## Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

Crown Copyright 2020

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## Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2020

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

■ ■ [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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\_\_\_\_\_

- 
- | Age Group | Should Take Action (%) | Should Not Take Action (%) |
|-----------|------------------------|----------------------------|
| 18-29     | 85                     | 15                         |
| 30-49     | 85                     | 15                         |
| 50-69     | 85                     | 15                         |
| 70+       | 85                     | 15                         |

[REDACTED]

[REDACTED]

1. [REDACTED]  
 [REDACTED]  
 2. [REDACTED]  
 [REDACTED]  
 3. [REDACTED]

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 \_\_\_\_\_  
 \_\_\_\_\_  
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- 
- | Response  | Percentage |
|---|------------|
| U.S. should take action                                       | 78%        |
| U.S. should not take action                                   | 18%        |
| U.S. should take action, but only if other countries do first | 4%         |

[REDACTED]

[REDACTED]

[REDACTED]



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## Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2020

1	[REDACTED]
	[REDACTED]
2	[REDACTED]
	[REDACTED]
	[REDACTED]
3	[REDACTED]
	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1	[REDACTED]
2	[REDACTED]
3	[REDACTED]
4	[REDACTED]
5	[REDACTED]
6	[REDACTED]
7	[REDACTED]
8	[REDACTED]
9	[REDACTED]
10	[REDACTED]
11	[REDACTED]
12	[REDACTED]
13	[REDACTED]
14	[REDACTED]
15	[REDACTED]
16	[REDACTED]
17	[REDACTED]
18	[REDACTED]
19	[REDACTED]
20	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

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

Framework Ref: RM6141

Project Version: v1.0

Model Version: v3.1

## Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2020

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



## Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2020

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

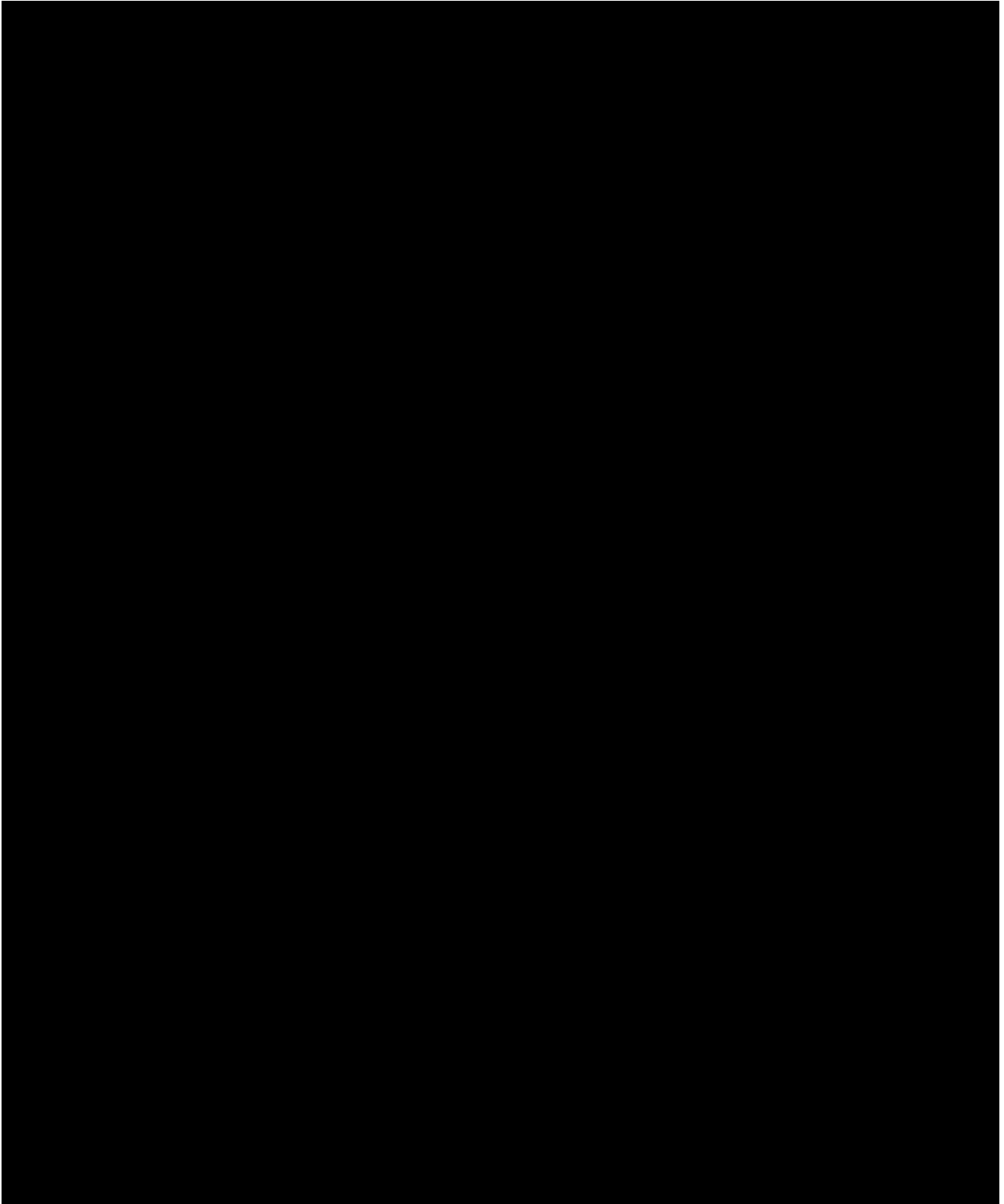
[REDACTED]

[REDACTED]

#### Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2020



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## Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2020

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Framework Ref: RM6141

Project Version: v1.0

Model Version: v3.1

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref:

Crown Copyright 2020

■ [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]