

CONTRACT FOR THE PROVISION OF PRINT SERVICES

OFFICIAL

CPS PRINT SERVICES

CALL OFF SCHEDULE 3: CHARGES, PAYMENT AND INVOICING

PART A

1 DEFINITIONS

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

"Indexation" means the adjustment of an amount or sum in accordance with paragraph 1.6 of Part B of this Call Off Schedule 3;

"Reimbursable Expenses" means the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including:

(a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Customer otherwise agrees in advance in writing; and

(b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

"Supporting Documentation" means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

2 GENERAL PROVISIONS

2.1 This Call Off Schedule 3 (Charges, Payment and Invoicing) details:

2.1.1 the Call Off Contract Charges for the Goods and/or the Services under this Call Off Contract;

2.1.2 the payment terms/profile for the Call Off Contract Charges;

2.1.3 the invoicing procedure; and

2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

3 CALL OFF CONTRACT CHARGES

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

3.2 The Supplier acknowledges and agrees that:

3.2.1 in accordance with paragraph 2 of Part A of this Call Off Schedule 3, the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to this Call Off Schedule 3; and

3.2.2 subject to paragraph 4 of Part A of this Call Off Schedule 3, the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

4 ADJUSTMENT OF CALL OFF CONTRACT CHARGES

4.1 The Call Off Contract Charges shall only be varied:

4.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 22.2 of the Call Off Contract (Legislative Change);

4.1.2 in accordance with Clause 23.1.4 of the Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;

4.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 18 of the Call Off Contract (Continuous Service Improvement);

4.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 25 of the Call Off Contract (Benchmarking);

4.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 5 of this Call Off Schedule 3;

4.1.6 where Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 (Charges, Payment and Invoicing) as "subject to increase by way of Indexation", in accordance with the provisions of paragraph 1.6 of Part B of this Call Off Schedule 3;

4.1.7 where, in accordance with the Volume Related Threshold Pricing True Up, the Unit Charges payable for the applicable volume may change in accordance with paragraph 3.2.6 (Images) of Part B of this Call Off Schedule 3 and paragraph 3.2.5(d) (Software) of Part B of this Call Off Schedule 3;

4.1.8 where the number of Devices increases or decreases materially from three hundred and ninety nine (399) or the mix of Devices varies materially from the mix set out Table 3 of Annex 2 to this Call Off Schedule 3, such adjustment shall be agreed pursuant to the Change Control Procedure.

4.2 Subject to paragraphs 4.1.1 to 4.1.5 and 4.1.7 to 4.1.8 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

5 SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

- 5.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
- 5.2 Such assessments by the Supplier under paragraph 5.1 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Call Off Contract Year (or in the event that such dates do not, in any Call Off Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented at the start of the next Service Period or as otherwise agreed between the Parties.

6 IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

- 6.1 Variations in accordance with the provisions of this Call Off Schedule 3 (Charges, Payment and Invoicing) to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:
 - 6.1.1 in accordance with Clause 22.2 of the Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 4.1.1 of this Call Off Schedule 3;
 - 6.1.2 in accordance with Clause 23.1.4 of the Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 4.1.2 of this Call Off Schedule 3;
 - 6.1.3 in accordance with Clause 18 of the Call Off Contract (Continuous Service Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 4.1.3 of this Call Off Schedule 3;
 - 6.1.4 in accordance with Clause 25 of the Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 4.1.4 of this Call Off Schedule 3;
 - 6.1.5 on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 4.1.5 of this Call Off Schedule 3;
 - 6.1.6 on the Indexation Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 4.1.6 of this Call Off Schedule 3; and
 - 6.1.7 as specified in the Volume Related Threshold Pricing True Up in accordance with paragraph 3.2.6 (Images) of Part B of this Call Off Schedule 3 and paragraph 3.2.5(d) (Software) of Part B of this Call Off Schedule 3.

and the Parties shall amend the Call Off Contract Charges shown in Part B of this Call Off Schedule 3 to reflect such variations.

7 REIMBURSEABLE EXPENSES

- 7.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), subject to the provisions of paragraph 5 of Part B of this Call Off Schedule 3, provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

PART B**1 INTRODUCTION**

- 1.1 This Call Off Schedule 3 (Charges, Payment and Invoicing) sets out the Call Off Contract Charges, and the pricing, payment and invoicing provisions that apply under this Call Off Contract, including in relation to the: (i) Milestone Payments for the Implementation Services, (ii) Operational Charges, (iii) Other Charges, including IMAC Charges, Repairs and Commissioning Charges, (iv) Rate Card and Expenses, (v) Exit Assistance Charges and (vi) Risk Payments. Save as otherwise expressly set out in this Call Off Schedule 3 (Charges, Payment and Invoicing) or as otherwise agreed in accordance with Call Off Schedule 12 (Change Control Procedure), the Call Off Contract Charges are inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Call Off Contract, and the Customer shall not be charged for any costs of the Supplier to provide the Services unless a specific rate or charge is set out in this Call Off Schedule 3 (Charges, Payment and Invoicing).
- 1.2 All monetary figures in this Call Off Schedule 3 (Charges, Payment and Invoicing) are exclusive of VAT.
- 1.3 The currency of the Call Off Contract Charges identified in this Call Off Schedule 3 (Charges, Payment and Invoicing) is in pounds sterling and all invoices provided under this Call Off Schedule 3 (Charges, Payment and Invoicing) shall be in pounds sterling.
- 1.4 Unless otherwise stated in this Call Off Schedule 3 (Charges, Payment and Invoicing), all Call Off Contract Charges are calculated on a Monthly basis. In connection with their corresponding: (i) Operational Services Commencement Date, if the Services for the first Month of the Operational Phase are not provided from the 1st of the relevant Month; or (ii) termination or expiry date, as applicable, in respect of Services terminating or expiring but which are not provided by the Supplier for the whole of the final Month, such Services for the first and/or final months, as applicable, shall be charged pro-rata on a daily basis to the Customer.
- 1.5 The Parties agree that the Call Off Contract Charges shall not be increased to take account of currency fluctuations.
- 1.6 During the Call Off Initial Period, there shall be no Indexation linked increases applied to the Call Off Contract Charges under this Call Off Contract 3 (Charges, Payment and Invoicing). paragraph 9 of this Call Off Schedule 3 covers any changes to the Call Off Contract Charges after the expiry of the Call Off Initial Period.
- 1.7 There shall be no double or multiple charging between the different Call Off Contract Charges set out in this Call Off Schedule 3 (Charges, Payment and Invoicing).
- 1.8 The provisions of section B (1) of the Order Form set out the terms relating to the different commencement times for the relevant parts of the Services and the corresponding Call Off Charges under this Call Off Schedule 3 (Charges, Payment and Invoicing). If there is any conflict between section B (1) of the Order Form and this Call Off Schedule 3 (Charges, Payment and Invoicing), section B (1) of the Order Form shall apply and prevail.

2 IMPLEMENTATION CHARGES AND MILESTONE PAYMENTS**2.1 Implementation Charges**

2.1.1 **Scope of Charges and Cost Allocation**

- (a) The Implementation Charges shall be paid to the Supplier with respect to the Supplier's provision of the Implementation Services and the delivery of the agreed Implementation Plan. The Implementation Charges and related details are set out in Annex 1 to this Call Off Schedule 3.
- (b) The Supplier's cost for the Implementation Services (including delivery of the Outline Implementation Plan, install and set up, all management and administration costs, technical staff costs, expenses, all testing activities performed in relation to the Implementation Services under the Implementation Plan and all Equipment and/or Goods required for the provision of the Implementation Services) have been included in the Implementation Charges.
- (c) Any Operational Charges for installed Services that are deemed in Operational Service prior to the issue of a Milestone Achievement Certificate for the relevant Operational Services Commencement Date shall not be payable by the Customer until the Milestone Achievement Certificate for such relevant Operational Services Commencement Date has been issued.
- (d) For the avoidance of doubt, where any element of a Milestone Payment is incurred by the Supplier prior to the relevant date for payment of such Milestone Payment, no invoice may be raised for any such element other than in accordance with paragraphs 2.1.2 to 2.1.3 of Part B of this Call Off Schedule 3.

2.1.2 **Payment Mechanism, Frequency and Invoicing**

- (a) **Payment Mechanism:** The Implementation Charges are payable as Milestone Payments in accordance with paragraphs 2.1.2(b), 2.1.2(c) and 2.1.3 of Part B of this Call Off Schedule 3.
- (b) **Frequency:** The Implementation Charges are payable on Milestone basis solely in relation to the Milestones identified in paragraph 2.1.3 of Part B of this Call Off Schedule 3.
- (c) **Invoicing:** In relation to a particular Milestone Payment (as shown in Annex 1 to this Call Off Schedule 3), the Supplier shall be entitled to invoice eighty percent (80%) of the relevant Milestone Payment to the Customer when the Milestone Achievement Certificate has been issued in respect of the related Milestone, as such invoicing is more particularly described in paragraph 11 of Part B of this Call Off Schedule 3. The Supplier shall be entitled to invoice the remaining twenty (20%) for such Milestones (as shown in Annex 1 to this Call Off Schedule 3), one (1) Month after the Final Operational Services Commencement Date, provided that all the Milestones relating to all Operational Services Commencement Dates have attained their Milestone Achievement Certificates.

- 2.1.3 In accordance with this paragraph 2.1, the Milestone Payments attaching to the Milestones are set out in Annex 1 to this Call Off Schedule 3.

2.1.4 Any changes to the Milestones and the Milestone Dates in the Implementation Plans agreed under Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors) pursuant to the Change Control Procedure will amend the Milestone Payments set out in Annex 1 to this Call Off Schedule 3.

3 OPERATIONAL CHARGES

Subject to paragraph 11 of Part B of this Call Off Schedule 3, in accordance with Clause 23 of the Call Off Terms, the Call Off Contract Charges set out in this paragraph 3 shall apply in respect of the Operational Services. The Call Off Contract Charges for the Operational Services shall be for a fully managed print service and cover all activity required under this Call Off Contract save as set out in paragraph 4 of Part B of this Call Off Schedule 3 in respect of the Other Charges, including any Commissioning Charges for any non-serviced devices.

3.1 Service Management Services

3.1.1 Service Management provided in accordance with the requirements set out in Category 3 of Call Off Schedule 2 (Requirements) shall be charged on the basis of a Monthly fixed charge (if any) as set out in Table 1 to Annex 2 to this Call Off Schedule 3).

3.1.2 For the avoidance of doubt Service Management shall include the following Services provided by the Supplier:

- (a) Service Desk;
- (b) Incident Management;
- (c) Request Management;
- (d) Problem Management;
- (e) Access Management;
- (f) Change Management;
- (g) Asset and Configuration Management;
- (h) Knowledge Management;
- (i) Service Implementation;
- (j) Continuous Service Improvement.

3.1.3 Scope of Charges and Cost Allocation

- (a) The fixed Service Management Charge shall be paid to the Supplier with respect to the Supplier's costs incurred in relation to the provision of the Service Management Services provided by the Supplier under this Call Off Contract. Such fixed Service Management Charge shall be applicable on and after the date of Achievement of the Operational Services Commencement Date as set out in Annex 2 to this Call Off Schedule 3 and they shall not

change during the Call Off Contract Period save as otherwise agreed by the Parties in accordance with Call Off Schedule 12 (Change Control Procedure).

- (b) The Supplier's costs and overhead for the management and support of the Services (including administration, governance, sub-contractor management, regulatory compliance and reporting, etc.), costs relating to all test equipment, shared equipment, costs for all Software and licences, costs relating to third party support and maintenance agreements have been included in the fixed Service Management Charge.
- (c) The Supplier acknowledges and confirms that the fixed Service Management Charges shall include the assignment, novation, transfer or permissions (as applicable and as more particularly described in the Call Off Contract) of any Assets and Software and contracts required to provide the Services under this Call Off Contract.
- (d) For the avoidance of doubt, the associated Software licence and support purchase costs payable to a third party in respect of such licences and support are the responsibility of the Supplier.

3.1.4 **Payment Mechanism, Frequency and Invoicing**

- (a) **Payment Mechanism:** Unless otherwise provided in this paragraph 3.1, the fixed Service Management Charges (if any) are payable on a Monthly basis in accordance with paragraph 3.1.4(b) below.
- (b) **Frequency:** Subject to paragraph 3.1.4(a) above, the Supplier shall be entitled to commence invoicing the Monthly fixed Service Management Charges (if any) in arrears at the end of the first calendar Month from the date of Achievement of the Final Operational Services Commencement Date and, thereafter, Monthly in arrears until the end of the Call Off Contract Period.
- (c) **Invoicing:** The Supplier shall be entitled to invoice the fixed Service Management Charges (if any) under this paragraph 3.1 in accordance with paragraphs 11 and 12 of Part B of this Call Off Schedule 3, to reflect any Service Credits (or other discounts) to be applied against the amounts due and payable by the Customer under the relevant invoice.

3.2 **Unit Charges for the Operational Services**

3.2.1 **Scope of Charges and Cost Allocation**

- (a) From the relevant Operational Services Commencement Date and throughout the Operational Phase, the Unit Charges described as such and set out in Annex 2 to this Call Off Schedule 3 shall be paid to the Supplier with respect to the Customer's usage of the relevant unit cost drivers for the Operational Services provided during the Operational Phase, as such Operational Services are set out in Call Off Schedule 2 (Requirements). Such Unit Charges shall be fixed for the duration of the Call Off Initial Period.

- (b) The Operational Services charged on a Unit Charge basis shall include the following Print, Scan and Delivery Services provided by the Supplier:
 - (i) Devices – print & scan (see Table 5 of Annex 2 to this Call Off Schedule 3)
 - (ii) Bulk On-Premise – print & scan (see Table 6 of Annex 2 to this Call Off Schedule 3)
 - (iii) Bulk Off-Site – print & scan (see Table 7 of Annex 2 to this Call Off Schedule 3)
 - (iv) Bulk Finishing (see Table 8 of Annex 2 to this Call Off Schedule 3)
 - (v) Scan Preparation and De-Preparation (see Table 9 of Annex 2 to this Call Off Schedule 3)
 - (vi) Delivery charges: Off-Site location - Print and Scan arrangements (see Tables 10 and 11 of Annex 2 to this Call Off Schedule 3)
 - (vii) Device Software Licences (see paragraph 3.2.5 of Part B of this Call Off Schedule 3 and Table 12 of Annex 2 to this Call Off Schedule 3)
- (c) The number of units in the Unit Charges for Images (on a per Image basis) applicable at the Call Off Commencement Date is as set out below:

Type	Images Per Year	Charge per Image
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000		

- (d) The number of units in the Unit Charges for Device Software applicable at the Call Off Commencement Date is .
- (e) If the Customer’s usage of the number of units increases or decreases at any time after the relevant Operational Services Commencement Date, such that a higher or lower volume banding applies, the applicable Unit Charges in Annex 2 to this Call Off Schedule 3 shall increase or decrease, as applicable, by a corresponding amount as per the unit prices set out in Table 2 of Annex 2 to this Call Off Schedule 3, in accordance with, for Images, the Volume Related Threshold Pricing True Up set out in paragraph 3.2.6 of Part B of this Call Off Schedule 3 and, for Device Software, the Volume Related Threshold Pricing Adjustment set out in Table 4A of Annex 2 to this Call Off Schedule 3.

- (f) The Unit Charges for Images cover variable elements of the provision of the Services, including all Equipment and Consumables required for the provision of the Services but excluding the paper for Device services and On-Premises print services.

3.2.2 Bulk Finishing Services

The Unit Charges for Finishing Services shall be as set out in Table 8 of Annex 2 to this Call Off Schedule 3. Such Unit Charges shall, unless otherwise agreed, be reported and invoiced across the all Sites and not on a Site by Site basis.

3.2.3 Scan Preparation and De-preparation

The Unit Charges for Scan Preparation and De-preparation shall be as set out in Table 9 of Annex 2 to this Call Off Schedule 3. Such Unit Charges shall, unless otherwise agreed, be reported and invoiced across the all Sites and not on a Site by Site basis.

3.2.4 Delivery and Postal Charges

- (a) Delivery services in respect of Off-Site Bulk Printing shall be charged in accordance with Table 10 of Annex 2 to this Call Off Schedule 3.
- (b) Postal services in respect of Off-Site Bulk Printing shall be charged in accordance with Table 11 of Annex 2 to this Call Off Schedule 3.
- (c) Such Unit Charges shall, unless otherwise agreed, be reported and invoiced across the all Sites and not on a Site by Site basis.

3.2.5 Device Software Licensing

- (a) The Unit Charges for Device Software licensing shall be based on the applicable banding of the volume of Devices deployed at the Final Operational Services Commencement Date and each anniversary thereafter.
- (b) At the Call Off Commencement Date the total number of Devices provided is . This will generate an annual Device Software Licence Charge per Year as set out below:

Type	Licences Per Year	Total Device Software Licence Charge per Year
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000		

- (c) **Volume Related Threshold Pricing Adjustment for Device Software**

Where, pursuant to the Change Control Procedure, the total number of Devices deployed moves outside the above band of then the Device Software Licence Charge per Year shall change as follows:

- (i) If during the applicable Year an additional “x” number of Devices are required, then an additional amount as set out in the table below will be invoiced for the Year and all future Years will be at the “x” level. New licences will be backdated to the start of the then current licence Year to run concurrently with other licences;
- (ii) If during the applicable Year there is a reduction in the number of Devices such that a lower volume banding applies, the Device Software Licence Charge for the applicable Year shall decrease by the difference between the Device Software Licence Charge applicable prior to the volume decrease and the Device Software Licence Charge applicable after the volume decrease as set out in the table below.

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

- (d) The Parties will review the load balancing utilisation of the Device fleet on a quarterly basis and the implications this may have on Device Software licensing.
- (e) All Device Software licences are fully transferable between Devices.

3.2.6 Volume Related Threshold Pricing True Up for Unit Charges (save for Device Software which is subject to paragraph 3.2.5(c) of Part B of this Call Off Schedule 3) from the date immediately following FOSCD for the Year and for each Year thereafter:

- (a) Where Volume Related Threshold Pricing applies in relation to any Unit Charges (save for Device Software), then the Unit Charges for the volume applicable at the Call Off Commencement Date (as such volume is set out in paragraph 3.2.1(c) of Part B of this Call Off Schedule 3) shall be the basis of charging for such Unit Charges from the date immediately following FOSCD for the next Year and, thereafter, the Unit Charges for the previous Year shall apply for the next Year.
- (b) At the end of the relevant Year, the Parties will review the volume of usage of such Unit Charges that actually occurred during such Year and, if the actual volume of usage is not within the tier volume that was used as the basis of charging for that Year, the Parties will identify the correct volume tier in the Volume Related Threshold Pricing in Annex 2 (Table 2 – Volume Related Threshold Pricing from the date immediately following FOSCD for the Year) to this Call Off Schedule 3 and recalculate the Call Off Contract Charges for such Year using the Unit Charges for the correct volume tier. For the purpose of the calculation under this paragraph 3.2.6, where the Customer pays Unit Charges on the basis of Minimum Volume

Pricing and not actual volume of usage, then such Minimum Volumes shall be substituted for the actual volume of usage for the relevant Months. If the recalculation under this paragraph 3.2.6 results in:

- (i) higher Call Off Contract Charges for such Unit Charges for such Year, the Supplier shall be entitled to invoice the Customer for (and the Customer shall pay) the difference between the Call Off Contract Charges paid using the incorrect volume tier and the Call Off Contract Charges actually incurred using the correct volume tier in such Year; or
 - (ii) lower Call Off Contract Charges for such Unit Charges for such Year, the Supplier shall pay or credit the Customer, as directed by the Customer, the difference between the Call Off Contract Charges paid using the incorrect volume tier and the Call Off Contract Charges actually incurred using the correct volume tier in such Year.
- (c) The True Up reconciliation for the period from the second anniversary of the FOSCD to the date of expiry of the Call Off Initial Period shall take place at the end of the Call Off Initial Period and the applicable volume of usage for such part Year shall be reviewed against the tier volume that was used as the basis of the charging for that Year. Such tier volume to be calculated on a pro-rata basis for the period from the second anniversary of the FOSCD to the date of expiry of the Call Off Initial Period. An additional invoice under exit arrangements can then be sent. The True Up shall be performed in accordance with this paragraph 3.2.6.

3.2.7 **Payment Mechanism, Frequency and Invoicing**

- (a) **Payment Mechanism:** Subject to paragraph 3.2.8 of Part B of this Call Off Schedule 3, the Unit Charges are payable on a Monthly basis in accordance with paragraph 3.2.7(b) (i) and (ii) below. Where any Unit Charge is expressed as an annual charge, such Charge shall be payable on a pro-rata Monthly basis for any period during which this Call Off Contract remains in place.
- (b) **Frequency:**
 - (i) **Unit Charges excluding Device Software:** Subject to paragraphs 3.2.6 and 3.2.8 of Part B of this Call Off Schedule 3 and, if applicable, based on the relevant volume tier that applies at the Call Off Commencement Date, the Supplier shall be entitled to commence invoicing the Unit Charges in arrears at the end of the first calendar Month from the relevant Operational Services Commencement Date for each applicable Device and, thereafter, Monthly in arrears.
 - (ii) **Device Software:** the Supplier shall be entitled to commence invoicing the Charges for device Software in arrears at the end of the first calendar Month from the Final

Operational Services Commencement Date and, thereafter,
Monthly in arrears.

- (c) **Invoicing:** Subject to paragraph 3.2.6 and 3.2.8 of Part B of this Call Off Schedule 3, the Supplier shall be entitled to invoice the Call Off Contract Charges under this paragraph 3 in accordance with paragraph 11 of Part B of this Call Off Schedule 3.

3.2.8 Any agreed Call Off Contract Charges relating to the Implementation Phase and the Operational Phase that are incurred by the Supplier prior to the commencement of the relevant Operational Services Commencement Date shall not be chargeable or invoiced to the Customer until the end of the first calendar Month from the relevant Operational Services Commencement Date.

3.3 **Print Room Support Services Charge**

3.3.1 **Scope of Charges and Cost Allocation**

- (a) From the relevant Operational Services Commencement Date and throughout the Operational Phase, the fixed Charges for the Print Room Support Services set out in Table 13 of Annex 2 to this Call Off Schedule 3 shall be paid to the Supplier with respect to the provision of the Print Room Support Services provided during the Operational Phase, as such Print Room Support Services are set out in paragraph 3.3 of Part B of this Call Off Schedule 3. Such Charges shall, unless otherwise agreed through the Change Control Procedure, be fixed for the duration of the Call Off Initial Period.
- (b) To support the efficient running of the Services and reduce Device down-time and the management of key day to day tasks, the Supplier shall supply Print Room Support Services,
- (c) Print Room Support Services shall be charged in accordance with Table 13 of Annex 2 to this Call Off Schedule 3.
- (d) The Supplier print room staff shall support the below activities for all Supplier supplied Devices:
- (i) First line fixes for MFDs;
 - (ii) Logging incidents onto Service Desk;
 - (iii) Supply paper to MFDs;
 - (iv) Recycle Consumables for MFDs.
- (e) Print room requests shall take priority and the Supplier print room operators shall only support these activities when the workload in the print room allows for the Service Levels as defined in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) to be successfully achieved without affecting the Services.

- (f) The time spent fulfilling the requests shall be monitored by the Supplier and if the number of days increases/decreases the Parties can agree, subject to the Change Control Procedure, to update the number of days included in the fixed Monthly Charge or if a dedicated Print Room Support Services resource is required.
- (g) In the event that the Customer chooses to stop the Print Room Support Service provided by the print room operators, the Customer can request this from the Supplier, providing a minimum 90 days written notice to the Supplier.

Dedicated Print Room Support Services resource

- (h) Based on Customer request the Supplier shall provide dedicated Print Room Support Services resources that will provide an improved End User experience due to locality of the resource. Print Room Support Services resources shall be dedicated to one Customer Site and only by exception be requested to move between Customer Sites. The expected onboarding period includes six (6) to eight (8) weeks for recruitment, followed by Supplier SC clearance period.
- (i) Once the resources are onboarded and SC cleared, during the initial two (2) to three (3) weeks at Customer Site(s), the Supplier's Print Room Support Services resource will carry out a 'walk through' of the Customer Site(s) to which they are assigned and capture any End User feedback of issues/concerns and provide guidance or capture actions, as appropriate (baseline activity).
- (j) The Print Room Support Services resource will be provided Monday to Friday 09:00 – 17:30 on Working Days.
- (k) During periods of absence due to holidays, sickness, etc the Supplier will provide a suitable replacement at no additional cost to the Customer. If a replacement is not available, the Supplier will pro-rata the Monthly fixed Charge considering the number of Working Days for which the Print Room Support Service was provided.
- (l) The Print Room Support Service resources will have responsibility for the following:
 - (i) Paper delivery - to MFDs;
 - (ii) Paper replenishment – into MFDs;
 - (iii) Consumables replenishment - into MFDs;
 - (iv) Undertake regular stock check of Consumables/paper;
 - (v) Helpdesk liaison for Consumables replenishment if required;
 - (vi) Ensure all MFDs have a clean and presentable appearance;
 - (vii) MFDs network re-configuration (via config or clone);
 - (viii) Knowledge of network issues (Print driver or queue);

- (ix) Assist with the installation, relocation and collection of MFDs;
- (x) Supporting the relocation of MFDs (same floor only);
- (xi) Liaising with End Users and logistic team;
- (xii) Able to deliver basic training to End Users on functionality of MFDs.

3.3.2 **Payment Mechanism, Frequency and Invoicing**

- (a) **Payment Mechanism:** The Charges for the Print Room Support Services are payable on a Monthly basis in accordance with paragraph 3.3.2 (b) below.
- (b) **Frequency:** From the relevant Operational Services Commencement Date and throughout the Operational Phase, the fixed Charges for the Print Room Support Services set out in Table 13 of Annex 2 to this Call Off Schedule 3 shall be paid to the Supplier with respect to the provision of the Print Room Support Services provided during the Operational Phase, as such Print Room Support Services are set out in paragraph 3.3 of Part B of this Call Off Schedule 3. Such Charges shall, unless otherwise agreed through the Change Control Procedure, be fixed for the duration of the Call Off Initial Period.
- (c) **Invoicing:** the Supplier shall be entitled to commence invoicing the Charges for the Print Room Support Services for each calendar Month in arrears, on a pro-rata per print room basis with effect from the end of the first calendar Month of the first deployed print room live service and, thereafter, Monthly in arrears.

3.4 **Digital Store Front Software**

3.4.1 **Scope of Charges and Cost Allocation**

- (a) The Charge for the Digital Store Front Software shall be as set out in Table 12 of Annex 2 to this Call Off Schedule 3. Such Charge shall be fixed for the Call Off Contract Period save as otherwise agreed by the Parties in accordance with Call Off Schedule 12 (Change Control Procedure).

3.4.2 **Payment Mechanism, Frequency and Invoicing**

- (a) **Payment Mechanism:** The Charge for the Digital Store Front Software is payable on a Monthly basis in accordance with paragraph 3.4.2 (b) below. Such Charge shall be payable on a pro-rata Monthly basis for any period during which this Call Off Contract remains in place.
- (b) **Frequency:** The Supplier shall be entitled to commence invoicing in arrears at the end of the first calendar Month from the Final Operational Services Commencement Date and, thereafter, Monthly in arrears.

- (c) **Invoicing:** The Supplier shall be entitled to invoice the Call Off Contract Charges under this paragraph 3 in accordance with paragraph 11 of Part B of this Call Off Schedule 3.

4 OTHER CHARGES

4.1 The Other Charges shall consist of:

- 4.1.1 IMAC Charges;
- 4.1.2 Repair Charges; and
- 4.1.3 Commissioning Charges.

4.2 IMAC Charges

- 4.2.1 The IMAC Charges are set out in Table 1 of Annex 3 to Call Off Schedule 3. The IMAC Cancellation Charges which shall apply for IMAC cancellations made within forty-eight (48) hours of a scheduled collection / delivery time are set out in Table 2 of Annex 3 to Call Off Schedule 3.
- 4.2.2 The Operational Charges include a per annum volume of IMACs as set out in paragraph 4.2.4 of Part B of this Call Off Schedule 3. Such annual volume shall apply from the FOSCD for the Year and for each Year thereafter. At the Call Off Commencement Date, the Parties agree there will be no additional charges for such per annum volumes of IMACs. Any IMACs incurred under paragraphs 4.2.3 or 4.2.6 of Part B of this Call Off Schedule 3 shall not count for the purposes of calculating the volume of IMACs requested by the Customer under this paragraph 4.2.1.
- 4.2.3 The IMAC Charges shall be chargeable to the Customer if such volumes of IMACs requested by the Customer in each Year, being from FOSCD and for each Year thereafter are in excess of the annual volumes included within the Operational Charges as set out in paragraph 4.2.4 of Part B of this Call Off Schedule 3.
- 4.2.4 The Operational Charges include a per annum volume of IMACs from the FOSCD and for each Year thereafter. Such per annum volume shall be forty (40). The Parties agree there will be no additional charges for such per annum volumes of IMACs and any IMACs incurred under paragraphs 4.2.3 or 4.2.6 of this Part B of this Call Off Schedule 3 shall not count for the purposes of calculating the volume of IMACs requested by the Customer under paragraph 4.2.1 of Part B of this Call Off Schedule 3.
- 4.2.5 The annual allowance of IMACs included within the Operational Charges is valid for the Call Off Initial Period. During any Call Off Extension Period the Unit Charges in Table 1 of Annex 3 to this Call Off Schedule 3 shall apply.
- 4.2.6 If the Customer requests more than ten (10) Devices of the same IMAC activity, the Customer can request a project (and the Supplier shall carry out such project), in accordance with the Customer's commercial change PPPs subject to the Customer giving the Supplier a minimum of 15 Working Days' notice in advance of the IMAC activity required. The Supplier agrees that the Unit Charges for each of such request projects under this paragraph 4.2.6 shall be less than the IMAC Charges that would be

incurred if such project was priced under Table 1 of Annex 3 to this Call Off Schedule 3.

- 4.2.7 If at any time during the Call Off Contract Period, the Parties agree to introduce IMAC Charges in addition to the IMAC Charges set out in Table 1 of Annex 3 to this Call Off Schedule 3, they will be set out in Annex 3 to this Call Off Schedule 3 subject to agreement via the Change Control Procedure.
- 4.2.8 The IMAC Charges shall be applicable once a Site becomes operational. The IMAC Charges shall be added to the Monthly invoice in the Month following the IMAC of the Device. The Supplier shall issue with each invoice Supporting Documentation itemising all IMACs during the previous Month.
- 4.2.9 Where Devices are replaced having reached end of life the Customer shall not incur a de-commissioning Charge if data overwrite is acceptable to the Customer. If hard drive retention is required by the Customer additional Charges will apply.

4.3 Repair Charges

- 4.3.1 The Parties acknowledge that up to 30 instances per Year (commencing on the FOSCD), of damage to Devices arising from Customer cause shall be included within the Operational Charges and shall not incur any additional charges. Where appropriate additional charges shall be agreed on an exception basis.
- 4.3.2 The Parties shall agree during Implementation the process for dealing with repairs and such processes shall be documented in the SOM.
- 4.3.3 The Repair Charges shall be added to the Monthly invoice in the Month following the Customer's approval of the cost of the repair of the Device. The Supplier shall issue with each invoice Supporting Documentation itemising all chargeable repairs.

4.4 Commissioning Charges

- 4.4.1 Commissioning Charges shall apply where the Customer wishes to purchase any items set out in the Table 3 of Annex 3 to this Call Off Schedule 3 on a stand-alone purchase basis. For the avoidance of doubt, Commissioning Charges shall not apply to the Devices supported and maintained by the Supplier under this Call Off Contract.
- 4.4.2 Where the Customer requires the Supplier to provide any items out in the Table 3 of Annex 3 to this Call Off Schedule 3 the following charging principles will apply and the Call Off Contract Charges shall be as set out in Table 3 of Annex 3 to this Call Off Schedule 3.
- 4.4.3 The Commissioning Charge for the provision of additional or replacement devices is a one off fixed Call Off Contract Charge which includes the configuration, delivery, installation, collection and disposal of the devices.
- 4.4.4 The Commissioning Charges shall be added to the Monthly invoice in the Month following the installation of the Device and the Call Off Contract

Charges will be charged from the date of installation of the Device. The Supplier shall issue with each invoice Supporting Documentation itemising the Commissioning Charges during the previous Month.

5 RATE CARD AND EXPENSES

- 5.1 In accordance with paragraph 6.3 of the Call Off Order Form and subject to paragraph 5.2 of Part B of this Call Off Schedule 3, the Customer shall only pay Reimbursable Expenses incurred by the Supplier during the course of performing the Services if they are incurred in accordance with CPS Travel and Subsistence Policy (as updated from time to time) and provided such expenses are agreed in advance in writing with the Customer.
- 5.2 The Supplier shall only be entitled to charge Reimbursable Expenses under paragraph 5.1 of Part B of this Call Off Schedule 3 to the Customer to the extent that they are incurred in connection with the Supplier providing any Services under the Rate Card to the Customer.
- 5.3 The professional services Day Rates in Annex 4 to this Call Off Schedule 3 shall apply to any chargeable changes which are to be carried out on a time and materials basis as expressly specified in this Call Off Contract and as authorised in advance by the Customer.
- 5.4 The Supplier shall only be entitled to charge the Day Rates applicable in Annex 4 to this Call Off Schedule 3 to the level of skill and experience reasonably required to fulfil a particular task (whether or not the Supplier has to use more senior personnel or a higher skill grade).
- 5.5 Any work carried out by a function or senior management grade which is not costed in Annex 4 to this Call Off Schedule 3 is not chargeable to the Customer unless the Customer specifically requests the Supplier to provide an individual of such a grade to support activities not related to the Services, in which case the day rates for such individuals shall be agreed by the Customer and the Supplier and calculated on the same basis as the other Day Rates in Annex 4 to this Call Off Schedule 3.
- 5.6 If any change or activity is performed by a third party contractor or consultant, the Supplier shall only be entitled to charge the Customer the applicable Day Rates in Annex 4 to this Call Off Schedule 3 unless the Customer specifically requests to use a specific third party contractor or consultant, in which case, provided the Customer provides its prior written consent, the Supplier shall be entitled to charge the third party contractor's or consultant's reasonable charges on a pass-through basis as agreed between the Parties.
- 5.7 Unless otherwise agreed in advance with the Customer, no charges shall be payable by the Customer in connection with the Supplier preparing and agreeing a Variation and/or proposals in supporting a Variation. Any Call Off Contract Charges payable in accordance with the Rate Card set out in this paragraph 5 shall only relate to the implementation of chargeable changes as identified (if at all) in accordance with this Call Off Schedule 3 (Charges, Payment and Invoicing) or as otherwise agreed through the Change Control Procedure.

6 EXIT ASSISTANCE CHARGES

- 6.1 The Parties agree that:

- 6.1.1 exit assistance requested by the Customer shall be at no cost or charge to the Customer if it is within the scope of an activity already covered by the Call Off Contract Charges under paragraph 3 of Part B of this Call Off Schedule 3 or is of general nature and does not involve an unreasonable level of effort from the Supplier to carry out such exit assistance;
 - 6.1.2 exit assistance requested by the Customer shall be at no cost or charge to the Customer if it relates to a reasonable level of support required by the Customer in relation to a procurement process for any replacement services and/or the replacement of this Call Off Contract; and
 - 6.1.3 the Supplier shall, at the Customer's request and subject to the Customer providing at least fourteen (14) Working Days' written notice to the Supplier (unless the Parties agree an alternative written notice period), make available experienced and skilled Supplier personnel to assist the Customer for the continued support of the Services for a period of not greater than six (6) Months following the relevant exit date and such assistance shall be chargeable at the Day Rates set out in the Rate Card in Annex 4 to this Call Off Schedule 3.
- 6.2 For the purposes of this paragraph 6.2, all references to "exit assistance" shall mean the assistance services to be provided by the Supplier as part of the exit assistance services to be provided in accordance with Call Off Schedule 9 (Exit Management), including under any Exit Plan. For the avoidance of doubt, all Call Off Contract Charges for exit assistance shall be to the account of the Supplier if such exit assistance relates to a termination by the Customer for the default of the Supplier under this Call Off Contract.

7 ADJUSTMENTS

7.1 TUPE Payments

- 7.1.1 The Supplier shall be entitled, within the first Year of the Call Off Commencement Date, to invoice the Customer for the Redundancy Costs (indicative costs from the Supplier are set out in Annex 7 to this Call Off Schedule 3) if and when they arise. The Supplier shall provide full details of the Redundancy Costs arising and full supporting documentation as required. Once verified and agreed the Customer shall pay the Supplier's invoice for such agreed Redundancy Costs to the Supplier in accordance with the payment terms and invoicing provision of this Call Off Schedule 3 (Charges, Payment and Invoicing).
- 7.1.2 If any Incremental TUPE Costs arise the Supplier shall, within the first Year of the Call Off Commencement Date, provide full details of such Incremental TUPE Costs arising and full supporting documentation as required. Once verified and agreed the Supplier shall set out such Incremental TUPE Costs as a separate item on a pro-rata Monthly basis during the Call Off Initial Period. The Supplier shall include such Monthly pro-rata Incremental TUPE Costs in the Monthly Operational Charges invoice and the Customer shall pay such Monthly pro-rata Incremental TUPE Costs in accordance with the payment terms and invoicing provision of this Call Off Schedule 3 (Charges, Payment and Invoicing).
- 7.1.3 In the event that the Redundancy Costs or the Incremental TUPE Costs identified in Annex 7 to this Call Off Schedule 3 are incorrect due to

inaccurate or out of date employment cost data being included in the VDR, the Parties will, acting reasonably and in good faith, verify and agree a variation to the terms of Annex 7 to this Call Off Schedule 3.

7.2 Delay Payments and Retention Payments

7.2.1 The Parties agree that Delay Payments shall apply in accordance with paragraph 6.1 of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors).

7.2.2 If any Delay Payments are due to the Customer from the Supplier in accordance with paragraph 6.1 of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors) then either: (i) the Supplier shall pay such Delay Payments to the Customer; or (ii) the Customer shall have the right to set off such Delay Payments against any monies owed by the Customer to the Supplier.

7.2.3 The Parties acknowledge that each Milestone Payment shall be subject to a 20% retention, to be released three (3) Months after the FOSCD provided that all the Milestones relating to the Operational Services Commencement Dates have attained their Satisfaction Certificates.

8 RISK PAYMENTS & DEPENDENCIES PAYMENTS

8.1 Risk Payments

8.1.1 If a Risk listed in Annex 5 to this Call Off Schedule 3 occurs during the Call Off Contract Period and the Customer requires the Supplier's assistance to address such Risk, the Parties shall meet and agree in good faith the cost of addressing such Risk and such cost shall be payable by the Customer to the Supplier provided the Supplier has taken the mitigation / solution steps identified against the relevant Risk in Annex 5 to this Call Off Schedule 3.

8.1.2 For the avoidance of doubt, the Supplier confirms that all other risks (other than the Risks set out in Annex 5 to this Call Off Schedule 3) that could or do arise during the Call Off Contract Period are included within and covered by the Call Off Contract Charges in this Call Off Schedule 3 (Charges, Payment and Invoicing).

8.2 Dependencies

8.2.1 Annex 5 to this Call Off Schedule 3 also sets out the Dependencies accepted by the Customer at the Call Off Commencement Date. The Customer acknowledges that the Call Off Contract Charges in this Call Off Schedule 3 (Charges, Payment and Invoicing) are based upon these Dependencies being fulfilled. For the avoidance of doubt, the Supplier shall not be able to rely on any other dependencies set out in this Call Off Contract unless such dependencies are set out in Annex 5 to this Call Off Schedule 3.

8.2.2 If a Dependency is not fulfilled, the Supplier shall as soon as it becomes aware of such failure, notify the Customer in writing accordingly and the Parties shall meet and agree in good faith the steps required to mitigate such failure and the cost of fulfilling such Dependency. Such cost shall be

payable by the Customer provided the Supplier has taken all reasonable steps to mitigate the effects of the failure to fulfil any Dependency.

9 CONTRACT EXTENSION

- 9.1 If the Customer extends the Initial Call Off Contract Period or the then-existing Call Off Contract Period, as applicable in accordance with the Call Off Contract, the then-existing terms and conditions of the Call Off Contract shall continue to apply save that any changes to the Call Off Contract Charges relating to the relevant extension period shall be subject to the agreement of the Parties and documented in accordance with paragraph 22 of Call Off Contract Schedule 12 (Change Control Procedure).

10 BASE CASE FINANCIAL MODEL

- 10.1 The Base Case Financial Model is set out in Annex 6 to this Call Off Schedule 3. This Call Off Schedule 3 (Charges, Payment and Invoicing) (including Annexes 1 to 7 but excluding Annex 6) sets out the Call Off Contract Charges, and the pricing, payment and invoicing provisions that apply under this Call Off Contract. The objective of the Base Case Financial Model is that it is to align with and use the information in this Call Off Schedule 3 (including Annexes 1 to 7 but excluding Annex 6) so that the Base Case Financial Model can be used to verify the Monthly invoicing during the Call Off Contract Period.
- 10.2 If there is a conflict between this: (i) Call Off Schedule 3 (Charges, Payment and Invoicing) (including Annex 1 to Annex 7 but excluding Annex 6); and (ii) Annex 6, then the provisions of this Call Off Schedule 3 (Charges, Payment and Invoicing) (including Annex 1 to Annex 7 but excluding Annex 6) shall apply and prevail.

11 INVOICING

- 11.1 This paragraph 11 sets out the method by which the Supplier shall raise invoices to the Customer for payment, together with the requirements which apply to such invoices, and the payment terms thereof.
- 11.2 The Supplier shall prepare and provide to the Customer for Approval a draft pro forma invoice within ten (10) Working Days (or such other period as the Parties agree in writing) of the Call Off Commencement Date which shall include, as a minimum, the details set out in paragraph 11.6 of Part B of this Call Off Schedule 3 together with such other information as the Customer may reasonably require. If the draft pro forma invoice is not approved by the Customer, then the Supplier shall make such amendments as may be reasonably required by the Customer.
- 11.3 The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier pursuant to this Call Off Contract provided that each invoice is delivered to the Customer within ten (10) Working Days after the end of the relevant Month in respect of Call Off Contract Charges for Services consumed in that Month.
- 11.4 All invoices must be provided to the Customer within three (3) Months of completion of delivery of the relevant Services to which the invoice relates. Subject to paragraph 11.3 of Part B of this Call Off Schedule 3, invoices delivered after expiry of this three (3) Month period shall be invalid and the Customer shall have no obligation or liability in respect of such invoices.
- 11.5 If the Supplier does not deliver a valid written VAT invoice to the Customer within ten (10) Working Days after the end of the relevant Month, the Supplier must provide a

report to the Customer that identifies any items which are due to, but cannot, be invoiced in that Month and the reasons why such cannot be invoiced.

- 11.6 The Supplier shall ensure that each invoice contains the following information:
- 11.6.1 the date of the invoice;
 - 11.6.2 a unique invoice number;
 - 11.6.3 the Month or other period(s) to which the relevant Call Off Contract Charge(s) relate;
 - 11.6.4 the reference number for this Call Off Contract;
 - 11.6.5 the reference number of the purchase order to which it relates (if any);
 - 11.6.6 the dates between which the Services subject of each of the Call Off Contract Charges detailed on the invoice were performed;
 - 11.6.7 the methodology applied to calculate the Call Off Contract Charges;
 - 11.6.8 the total Call Off Contract Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer under the terms of this Call Off Contract and, separately, any VAT or other sales tax payable in respect of the same;
 - 11.6.9 details of any Service Credits or similar deductions that shall apply to the Call Off Contract Charges detailed on the invoice;
 - 11.6.10 any other adjustment agreed between the Parties as applying to the relevant Month;
 - 11.6.11 reference to any reports required by the Customer in respect of the Services to which the Call Off Contract Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer, then to any such reports as are validated by the Customer in respect of the Services);
 - 11.6.12 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
 - 11.6.13 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 11.7 Each invoice shall at all times be accompanied by Supporting Documentation to enable the Customer to reasonably assess whether the Call Off Contract Charges detailed thereon are properly payable. Any assessment by the Customer of such Supporting Documentation shall not be conclusive. The Supplier undertakes to provide to the Customer any other documentation reasonably required by the Customer from time to time to substantiate an invoice including information required to enable the Customer to internally or externally cross charge.
- 11.8 The Supplier shall submit all invoices and Supporting Documentation in such format as the Customer may specify in writing from time to time to the address specified in

paragraph 12.2 of Part B of this Call Off Schedule 3, with a copy (again including any Supporting Documentation) to such other person and at such place as the Customer may notify to the Supplier in writing from time to time.

- 11.9 All Supplier invoices shall be expressed in pounds sterling or such other currency as shall be permitted by the Customer in writing.
- 11.10 The Supplier shall have the ability to submit electronic invoices to the Customer, and shall do so in respect of such elements of the Services as specified by the Customer. Without prejudice to the foregoing, the Supplier hereby acknowledges and agrees that the Customer may require the submission of invoices and credit notes via its "Purchase to Pay" system raised in connection with this Call Off Contract as the Customer may reasonably require.
- 11.11 An invoice shall be valid only if it complies with this Call Off Schedule 3 (Charges, Payment and Invoicing). Where any invoice does not conform to the Customer's requirements set out in this paragraph 11, the Customer will return the disputed invoice to the Supplier. The Supplier shall promptly issue a replacement invoice which shall comply with the same.
- 11.12 In respect of each Month, the Supplier shall submit to the Customer within ten (10) Working Days of the end of each Month a report providing details of all invoices raised by the Supplier in that Month.

12 PAYMENT TERMS

- 12.1 The Customer shall make payment to the Supplier within thirty (30) calendar days of receipt of a valid invoice by the Customer at its nominated address for invoices.
- 12.2 The Supplier shall set out the Customer address shown below in the table in each invoice. The Supplier shall send each invoice to the address shown below in the table below for processing.

Addresses for invoices

DTS ICT Financial Team
 Crown Prosecution Service
 102 Petty France, London, SW1H 9EA

Email: ICT.Invoices@cps.gov.uk

**ANNEX 1
IMPLEMENTATION CHARGES**

The Implementation Charges set out in this Annex 1 shall be payable to the Supplier by the Customer in accordance with paragraph 2 of part B of this Call Off Schedule 3.

Implementation Payment Milestones

Milestone reference Plan/row	Milestone Description	Milestone Event Trigger	Date	Amount of Charge (£)	80% of the Milestone Payment to be paid (£)	20% of all Milestone Payments to be Retained (£)	Delay Payment applied
Payment Milestone 01	Call Off Contract signature of RM3781 Lot 3 by both Supplier & Customer	Achievement of Milestone 01 (10% of Implementation Charges)					N
Payment Milestone 02	Project kick off meeting between Supplier & Customer Achieved	Achievement of Milestones 02a, 02b and 02c (25% ICs)					N
Payment Milestone 03	Project sign off of Model Office and preparation for live environment roll out	Project Initiation - Achievement of Milestones 03a and 03b					Y

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

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		(25% ICs)					
Payment Milestone 04	Practical project completion agreed by all Parties	Implementation completed - Achievement of Milestones 04a, 04b and 04c (25% ICs)					Y (attached to Milestones 4a, 4b and 4c)
Payment Milestone 05	Business As Usual (BAU) date reached and active	Project closed Achievement of Milestone 05a, 05b and 05c (15% ICs)					N
	Totals	Totals					
Payment Milestone 06	Retention release of remaining funds	Retention release					

**ANNEX 2
OPERATIONAL CHARGES**

The Operational Charges in the tables below in this Annex 2 shall be payable to the Supplier by the Customer in accordance with paragraph 3 of Part B of this Call Off Schedule 3.

Unless otherwise detailed in this Annex 2, the Unit Charges are based on a per Image charge.

Table 1 – Service Management Charge

Pricing for Service Management as set out in paragraph 3.1 of Part B of this Call Off Schedule 3 shall be charged on a fixed basis of charge for the Call Off Initial Period and payable in accordance with paragraph 3.1.4 of Part B of this Call Off Schedule 3:

Services	
Service Management	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

UNIT CHARGES for Print, Scan and Delivery Services as set out in paragraph 3.2 of Part B of this Call Off Schedule 3

Table 2 – Volume Related Threshold Pricing For Unit Charges (excluding Device Software) from the date immediately following FOSCD for the Year and for each Year thereafter

The Charges in this Table 2 shall be charged as set out in paragraph 3.2.6 of Part B of this Call Off Schedule 3:

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Images Per Year		Bulk Print (on-premises)		Bulk Print (off-site)		Device Printing*		Device Scanning		Bulk Scanning	
		Colour	BW	Colour	BW	Colour	BW	Colour	BW	On-premises	Off-site
*1	*10,999,999										
11,000,000	19,999,999										
20,000,000	29,999,999										
30,000,000	39,999,999										
40,000,000	49,999,999										
50,000,000	59,999,999										

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Table 3 – Device Printing Pricing Model Mix

* Device Printing Charges are based on model mix in Table 3 below:

Device	Totals
C4050i	
C250i	
C300i	
C360i	
C450i	
C550i	
4700i	
Total all	

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Table 4A – Volume Related Threshold Pricing - Device Software Licensing

Software Licensing (Cost per annum)	License Cost (Volume)
600 >575 Devices	
<575 >550 Devices	
<550 >525 Devices	
<525 >500 Devices	
<500 >475 Devices	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
<475 >450 Devices	
<450 >425 Devices	
<425 >400 Devices	
<400 >300 Devices	
<300 Devices	

Table 4B – Digital Store Front Software, Basic, Intermediate and Premium

Licence Type	Enabling communications from Customer Sites to:	Annual Licence Cost
Basic	Royal Wootton Bassett (RWB) only	
Intermediate	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	
Premium	Bulk submission to RWB and all CPS print rooms	

Note: assumes Device banding of Devices

Note: at the Call Off Commencement Date the Licence Type shall be Basic and the applicable Charges are set out in Table 12 below.

Table 5 – Devices – print & scan

Subject to paragraph 3.2.6 of Part B of this Call Off Schedule 3 and the minimum volume pricing provisions below, the Charges in this Table 5 shall be charged on a per Image basis and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3:

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Services	Unit Charge	
	Per Printed image	
Device Printing - printing per image	Colour	
	B/W	

Services		Unit Charge
		Per Scanned image
Device Scanning - per image	Colour	
	B/W	

Minimum Volume Pricing – Devices colour images
Minimum Volume Pricing – Devices mono images

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Subject to paragraph 3.2.6 of Part B of this Call Off Schedule 3 and the minimum volume pricing provisions below, the Charges in this Table 6 shall be charged on a per Image basis and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3:

Services		Unit Charge
		Per impression
Bulk print - printing per impression	Colour	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
	B/W	
Bulk scanning - per image		

Minimum Volume Pricing for Bulk On-Premises colour:

Minimum Volume Pricing for Bulk On-Premises mono:

Minimum Volume Pricing – scanning

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Table 7 – Bulk – Off-Site – print and scan

Subject to paragraph 3.2.6 of Part B of this Call Off Schedule 3 and the minimum volume pricing provisions below, the Charges in this Table 7 shall be charged on a per Image basis and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3:

Services		Unit Charge
		Per Image
Bulk print – printing per impression	Colour	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
	B/W	
Bulk Scanning		

Minimum Volume Pricing – Bulk Off-Site Print and Scan

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Table 8 – Bulk Finishing

The Charges in this Table 8 will be charged on a fixed unit basis and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3.

Note: any costs associated with stapling and hole punching is included in the applicable Device and Bulk Print Charges

Bulk Printing Finishing Services.	Bulk Print banding- Monthly Units		
	<100	>100 <500	>500 <1000
A. comb binding;			
B. wire binding;			
C. stapled metal clips;			
D. heat binding;			
E. disc burning; and	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000		
F. saving scanned output to CD, DCD or encrypted memory stick.			
G. printing on labels;			
H. re-paginating a document and printing out copies with the new page numbers			
I. laminating			

The Supplier is authorised to fulfil all reasonable requests for additional bespoke finishing services, not listed in Table 8, requested by the Customer’s End Users up to the capped amount of £5,000 per Month, excluding VAT. The Supplier shall be responsible for the reporting of the actual spend and utilisation of such bespoke finishing services per Month against the capped amount of £5,000, excluding VAT per Month.

If within any Month, the allocated capped amount of £5,000 is likely to be exceeded, the Supplier shall seek additional authority in writing or email from the Customer’s Head of Integrations and Operations in the first instance. In the absence of this, authorisation should be sought from the Customer ICT Commercial Team. Once written or email authorisation is obtained from the Customer, an additional amount of up to a further £5,000 excluding VAT, shall be allocated for spend by the Customer.

The Parties shall, in good faith, review the Bulk Print bandings set out in Table 8 above as soon as reasonably practicable after six (6) Months from FOSCD has elapsed with a view to assessing whether one average Charge across all bandings for Bulk Finishing Services should apply. Any such changes shall be recorded via the Change Control Procedure.

Table 9 – Scan Preparation and De-Preparation

The Charges in this Table 9 will be charged on a fixed unit basis and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3:

Scan Preparation and De-Preparation	unit of measure	Additional Scanning Services - Monthly volumes
-------------------------------------	-----------------	--

		<1m	> 1m < 1.5m	> 1.5m < 2.5m
Pre Scanning (Document Sortation & Preparation)				
Complex	per sheet			
Simple	per	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000		
Backscan	per			
Post Scanning - Data Entry	per document			

These are standard rates for pre & post scanning activities.

The Supplier confirms that storage and destruction services for scanned materials may be requested from the Supplier at an additional charge.

Table 10 – Delivery Charges – Off-Site – print and scan

Subject to paragraph 3.2.4 of Part B of this Call Off Schedule 3, delivery charges for Off-Site print and scan are payable in accordance with Table 10 below and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3:

Delivery Charge - Monthly Units					
Parcel Weight	Base Rate	Base Rate x 1500 Parcels	Base Rate x 1000 Parcels	Base Rate x 500 Parcels	Mileage Charge
0 – 25KG					
26 – 50KG	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000				
51 – 75KG					
76 – 100KG					

The Parties shall agree during Implementation how the above Delivery Charges shall be applied.

Table 11 – Postal Charges – Off-Site – print

Subject to paragraph 3.2.4 of Part B of this Call Off Schedule 3, postage options for Offsite Print are available in accordance with the Table 11 below and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3:

Service	Unit	Volume	Unit Charge (£)
DSA SORTED	per C5 envelope		
DSA UNSORTED	per C5 envelope		
ROYAL MAIL FIRST CLASS	per C5 envelope (weighing up to 100g)		
ROYAL MAIL FIRST CLASS	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000		

ROYAL MAIL SPECIAL (GUARANTEED BY 13:00) (SIGNED FOR)	per envelope (weighing up to 100g)		
ROYAL MAIL RECORDED (SIGNED FOR) 1st Class	per C5 envelope, (weighing up to 100g)		
ROYAL MAIL RECORDED (SIGNED FOR) 1st Class	per C4 envelope, (weighing up to 100g)		
ROYAL MAIL RECORDED (SIGNED FOR) 2nd Class	per C5 envelope, (weighing up to 100g)		
ROYAL MAIL RECORDED (SIGNED FOR) 2nd Class	per C4 envelope, (weighing up to 100g)		

Based on Prices as published Jan 2021 and subject to revision by both Royal Mail and the DSA Service Provider.

The Parties shall agree during Implementation if and how the above Postal Charges shall be applied.

Note: DSA means Downstream Access Providers which is the term for a new company that has entered the postal market recently.

Table 12 – Device Software and Digital Store Front Basic Pricing

Subject to paragraph 3.2.4 of Part B of this Call Off Schedule 3, the Charges in this Table 12 will be charged on a per licence basis and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3:

Type	Licences Per Year	Total Licence Charge per Year
Software		The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Product	Total Licence Charge per Year
Digital Store Front Basic	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Table 13 – Print Room Support Services

Subject to paragraph 3.3 of Part B of this Call Off Schedule 3, the Charges for the Print Room Support Services shall be in accordance with Table 13 below and payable in accordance with paragraph 3.2.6 of Part B of this Call Off Schedule 3:

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	
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**ANNEX 3
OTHER CHARGES**

IMAC CHARGES

1 In accordance with paragraph 3.4 of Part B of this Call Off Schedule 3, the IMAC Charges are set out in the table below in this Annex.

Table 1 – IMAC Charges which are not a project under paragraph 4.2.6 of Part B of this Call Off Schedule 3:

IMAC Orders	Fully installed/ removed unit cost
Move floor standing MFD in same building	
Move desktop machine within same building	
Move floor standing MFD between buildings (Including upgrades)	
Move desktop machine between buildings (including upgrades)	
Install floor standing MFD	
Install desktop machine	
Remove surplus floor standing MFD/printer from site, decommission/store	
Remove surplus floor standing MFD/printer from site, decommission/dispose	
Remove surplus desktop MFD/printer from site	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
Remove surplus desktop MFD/printer from site	
Store spare printer (A4 desktop) (per annum) – to be pro-rated as applicable for any Month	
Store spare printer (A3 / PP desktop) (per annum) – to be pro-rated as applicable for any Month	
Cleaning fee per device (Mandatory for over 3 Month storage)	
Hard Disk Cleanse (no replacement of drive)	
Hard Disk Cleanse (with replacement of drive)	
100 replacement key fobs delivered to one delivery address	
Destruction certificates for items destroyed – per certificate	

Table 2 – IMAC CANCELLATION CHARGES

Cancellation charges for cancellations made within forty-eight (48) hours of a scheduled collection / delivery time are:

Cancellation Charges	Unit Cost
Cancellation of pre-agreed per Device delivery	
Cancellation of pre-agreed per Device collection	
Cancellation of pre-agreed Print Room per device delivery is	
Cancellation of pre-agreed Print Room per device	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
Following cancellation, re-planned per Device de	
Following cancellation, re-planned per Device collection is	
Following cancellation, re-planned delivery of a Print Room per device delivery	
Following cancellation, re-planned collection of a Print Room per device delivery	

Table 3 - COMMISSIONING CHARGES

As part of the tendering process the Supplier has confirmed that a wide range of products are available to support and supplement the Services and that the Supplier intends to hold the prices for those products for the framework period so far as is practical. The *CPS Commissioning Charges* spreadsheet embedded within this Annex demonstrates the Supplier’s commitment.

Non-networked devices

In exceptional circumstances the Supplier has agreed that the Customer may request the supply of additional, non-networked machines to facilitate discrete print or scanning services to replace or supplement existing non-networked machines used within the CPS Headquarters estate.

The Supplier has provided the following pricing for such machines:

Description	Price
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	

Purchase price for each device includes engine, ancillaries, software, transport, logistics and professional services (product specifications below).

bizhub C4050i	bizhub C250i	bizhub C300i	bizhub C360i	bizhub C450i	bizhub C550i	bizhub 4700i
PF-P20	DF-632	DF-632	DF-632	PC-216	PC-216	
FS-P04	PC-216	FS-533	PC-216	FS-533	FS-533	
UK-221	FS-533	PK-519	FS-533	PK-519	PK-519	
	PK-519	MK-735	PK-519	MK-735	MK-735	
	MK-735		MK-735		MK-607	

Other products and finishing equipment

Other reprographics products or finishing equipment provided by the Supplier under the Call Off Contract is listed in the CPS Commissioning Charges spreadsheet below. The equipment and prices will be subject to availability and price updates.

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

**ANNEX 4
RATE CARD**

The Rate Card in the table below in this Annex 4 shall be payable to the Supplier by the Customer in accordance with paragraph 5 of Part B of this Call Off Schedule 3.

Out of hours support

The Supplier’s out of hours support premium for work performed outside Working Hours is evidenced in the table below. The out of hours support shall be provided for exceptional circumstances and based on the Supplier’s availability.

RATE CARD

Discipline	SFIA Staff Grade	Day Rate A £	Day Rate B £
Change and Projects	1 – Follow		
	2 – Assist		
	3 – Apply	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	
	4 – Enable		
	5 – Ensure/Advise		
	6 – Initiate/Influence		

Print Room Support Services operatives:

	Day rate
Weekdays (Monday-Friday) excl. public holidays in England and Wales – Standard On-Premise Operative – Grade 3	
Weekend (Saturday-Sunday) in England and Wales – Standard On-Premise Operative – Grade 3	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
Public holidays in England and Wales – Standard On-Premise Operative – Grade 3	

NOTES:

1. The Rate Card is used to price Change projects.
2. The Staff Grade is 'indicative' of the Staff Grades under typical SFIA roles and shall be used to inform change projects under Call Off Schedule 12 (Change Control Procedure) to this Call Off Contract.
3. The rates apply only to work conducted this Call Off Contract and the Customer does not have the right to ask the Supplier to use these rates for other contract work.
4. Rate A is the Day Rate for work conducted Monday to Friday between 07:00 and 19:00 hours. Rate B is the 'out of hours' Day Rate i.e. for work undertaken outside of Monday to Friday 07:00 and 19:00 hours, and on Bank Holidays.
5. The Supplier shall provide the Services under the Rate A and the Customer shall only incur Rate B charges where the Customer has given prior approval to do so.

**ANNEX 5
RISK PAYMENTS AND DEPENDENCIES PAYMENTS**

Any payments from the Customer to the Supplier relating to the Risks or Dependencies, as applicable, shall be in accordance with and subject to paragraph 7 of Part B of this Call Off Schedule 3.

A) Risks

The Risks are set out in the table below:

	Risk	Probability (H/M/L)	Impact (H/M/L)	Mitigation	Occurs as part of BAU/ Implementation activity(ies)	Reference to evaluation response impacted
1						
2						
3		The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000				
4						
5						

B) Dependencies

	Dependency	Party/service/capability on which dependent	Occurs as part of BAU/ Implementation activity(ies)	Reference to evaluation response impacted
1				
2				
3				
4		The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000		
5				
6				

CONTRACT FOR THE PROVISION OF PRINT SERVICES

OFFICIAL

7				
8				
9				
10				
12				
13				

**ANNEX 6
BASE CASE FINANCIAL MODEL**

This Base Case Financial Model is attached below.

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

The Supplier's approach to the financial template is attached below:

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

**ANNEX 7
TUPE PAYMENTS**

The Parties agree that the following is indicative only and subject to change following completion of detailed due diligence after the Call Off Commencement Date.

Tupe Component	Implementation	2021	2022	2023
Redundancy costs				
Incremental TUPE Costs		The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000		
Total				
Grand Total				
Volume Sensitivity				