

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

### Order Form

CALL-OFF REF & TITLE: **C118405 Employee Assistance Programme**

THE BUYER: **THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE, as part of the Crown, acting through THE MEDICINES AND HEALTHCARE PRODUCTS REGULATORY AGENCY (MHRA)**

BUYER ADDRESS **10 South Colonnade, Canary Wharf, London E14 4PU**

THE SUPPLIER: **PAM Wellbeing Ltd**

SUPPLIER ADDRESS: **Holly House, 73-75 Sankey Street, Warrington, WA1 1SL**

REGISTRATION NUMBER: **07475231**

DUNS NUMBER: **217031036**

SID4GOV ID: **N/A**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18/12/2022. It's issued under the Framework Contract with the reference number RM6182 for the provision of Occupational Health, Employee Assistance Programmes and Eye Care Services.

CALL-OFF LOT(S):

**Lot 3: Employee Assistance Programmes**

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### CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6182 (see CCS records/Framework for details).
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6182
    - Joint Schedule 2 (Variation Form) – appended below
    - Joint Schedule 3 (Insurance Requirements) – standard provisions apply (see CCS records/Framework for details)
    - Joint Schedule 4 (Commercially Sensitive Information) – appended below
    - Joint Schedule 10 (Rectification Plan) – appended below
    - Joint Schedule 11 (Processing Data) – appended below
  - Call-Off Schedules for RM6182
    - Call-Off Schedule 1 (Transparency Reports) – appended below
    - Call-Off Schedule 2 (Staff Transfer) – Parts C & E may apply (see CCS records/Framework for details)
    - Call-Off Schedule 3 (Continuous Improvement) – appended below
    - Call-Off Schedule 5 (Pricing Details) – appended below
    - Call-Off Schedule 7 (Key Supplier Staff) – appended below
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – appended below
    - Call-Off Schedule 9 (Security) - short form applies – appended below
    - Call-Off Schedule 10 (Exit Management) – appended below
    - Call-Off Schedule 14 (Service Levels) – appended below
    - Call-Off Schedule 20 (Call-Off Specification) – appended below
4. CCS Core Terms (version 3.0.10) – appended below.
5. Joint Schedule 5 (Corporate Social Responsibility) – (see CCS records/Framework for details).
6. 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 - appended below.

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

### CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: **None**

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CALL-OFF START DATE:	<b>12/01/2023</b> <b>Launch date: 01/02/2023</b>
CALL-OFF EXPIRY DATE:	<b>31/01/2026, subject to earlier termination or optional extension</b>
CALL-OFF INITIAL PERIOD:	<b>36 Months</b>
OPTIONAL EXTENSION PERIOD:	<b>12 Months</b>

**CALL-OFF DELIVERABLES**

**Option B:** See details in Call-Off Schedule 20 (Call-Off Specification).

A summary of the required Services is as follows (available twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five/six (365/6) days a year):

- An Online Portal/App
- Digital Services including Live Chat and a mobile phone application downloadable to personal devices.
- Telephone (freephone – accessible from UK landlines, mobile telephones and overseas), face to face and virtual Triage & Support Services which shall include:
  - o Advice and support;
  - o Management support Services;
  - o Counselling Services;
  - o Case Management;
  - o Trauma and critical incident support;
  - o Consultancy, and clinical supervision;
  - o Education, Support and Training;
  - o Promotion of the Employee Assistance Programme;
  - o Therapeutic Interventions;
  - o Bullying and harassment support;
  - o Whistleblowing Services;
  - o Mediation;
  - o Coaching Services;
  - o Structured Professional Support; and
  - o Interactive health kiosks

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(Please note some of these Services will only be provided if requested by the Buyer).

The telephone support service shall be staffed by qualified professionals in a range of counselling services.

The Supplier shall prepare and deliver to the Buyer for the Buyer's approval:

- A BCDR Plan - as soon as possible (this Plan should be tested regularly);
- An initial Continuous Improvement Plan for the first Contract Year - within six Months following the Start Date; an annual updated Continuous Improvement Plan should be submitted for approval, thereafter;
- A Security Management Plan - within sixty Working Days following the Start Date
- An Exit Plan - within three Months following the Start Date.

(as per the relevant Call-Off Schedules appended below).

## 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

Redacted under FOIA Sect 43(2) Commercial Interests

## CALL-OFF CHARGES

**Option B:** See details in Call-Off Schedule 5 (Pricing Details).

The Charges will not be impacted by any change to the Framework Prices.

## REIMBURSABLE EXPENSES

**None**

## PAYMENT METHOD

Invoice(s) must be submitted electronically and be presented monthly in arrears (the annual fixed price/Charge to be paid in monthly instalments). Other Charges to be invoiced on delivery of those Services.

The Buyer shall pay the appointed Supplier the charges within 30 days' of receipt of a valid, undisputed invoice.

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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The Buyer has a “no purchase order no pay policy” in place. Any work or expense the Supplier undertakes prior to receipt of a purchase order shall be undertaken solely at their risk. Any invoice submitted must display the valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements could be rejected and therefore payment delayed.

### BUYER'S INVOICE ADDRESS

Accounts Payable

Medicines and Healthcare Products Regulatory Agency

10 South Colonnade

Canary Wharf

London, E14 4PU

E: [Accountspayable@mhra.gov.uk](mailto:Accountspayable@mhra.gov.uk)

### BUYER'S AUTHORISED REPRESENTATIVE (CONTRACT MANAGER)

Redacted under FOIA Section 40  
Personal Info

Redacted under FOIA Section 40 Personal Info

Medicines and Healthcare products Regulatory Agency

10 South Colonnade

Canary Wharf

London, E14 4PU

E: Redacted under FOIA Section 40 Personal Info

### BUYER'S ENVIRONMENTAL POLICY

Not Applicable

### BUYER'S SECURITY POLICY

Not Applicable

### SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA  
Section 40 Personal

Redacted under FOIA Section 40  
Personal Info

PAM Wellbeing Ltd

Holly House, 73-75 Sankey Street

Warrington, WA1 1SL

E: Redacted under FOIA Section 40 Personal Info

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### SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA  
Section 40 Personal Info

Redacted under FOIA Section 40  
Personal Info

PAM Wellbeing Ltd

Holly House, 73-75 Sankey Street

Warrington, WA1 1SL

E: Redacted under FOIA Section 40 Personal Info

*Deputy cover will be provided by the wider Account Management team, with escalation to Redacted under FOIA Section 40 Personal Info and access to a Clinical Lead via liaison.*

### PROGRESS REPORT/PERFORMANCE MONITORING REPORTS FREQUENCY

#### **Monthly in the first Week of each calendar month.**

{The Buyer can be given access to a user interface to access MI/data to build own charts (non-clinically confidential 'live' data). This would allow the Buyer's authorised users to extract relevant data when required}

In addition, the Supplier shall use recognised methodologies to measure the Services at least twice in each Contract Year. The Supplier shall include, at a minimum, an assessment of the impact of the Services on:

- Users' perception of their own health and wellbeing;
- Users' perception of their own stress and anxiety levels;
- Users' perception of their own levels of resilience; and
- Users' perception of presenteeism (the extent personnel work when sick or feel obliged to work when sick) and productivity.

### PROGRESS MEETINGS FREQUENCY

(Performance Review Meetings/Service Review Meetings)

**Quarterly in the first Week of each quarter.** These meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports.

### KEY STAFF

Redacted under FOIA Section 40 Personal Info

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{The Account Manager shall be the main point of contact and take responsibility for project/Contract oversight. All reasonable endeavours should be made to ensure continuity in this role for the Call-Off Contract Period}

**KEY SUBCONTRACTOR(S)**

None

**COMMERCIALLY SENSITIVE INFORMATION**

See Joint Schedule 4 (Commercially Sensitive Information) – appended below.

**SERVICE CREDITS**

Not Applicable

**ADDITIONAL INSURANCES**

Standard Insurance requirements apply.

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div>Redacted under FOIA Section 40 Personal Info</div>	Signature:	<div>Redacted under FOIA Section 40 Personal Info</div>
Name:	<div>Redacted under FOIA Section 40 Personal Info</div>	Name:	<div>Redacted under FOIA Section 40 Personal Info</div>
Role:	<div>Redacted under FOIA Section 40</div>	Role:	<div>Redacted under FOIA Section 40 Personal Info</div>
Date:	16/3/23	Date:	27/2/23



## 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)

Call-Off Contract Details		
This variation is between:	<b>[insert name of Buyer] ("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]</b> as applicable: Buyer/Supplier]	
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]</b> days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Call-Off Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</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>

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1. This Variation must be agreed and signed by both Parties to the Call-Off Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in the Call-Off Contract.
3. The Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

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 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	15/12/2022	Commercial schedule – all pricing/Charges	Minimum 2 years
2	15/12/2022	Personal Data (names, contact details etc)	Indefinitely

## Joint Schedule 10 (Rectification Plan)

Request for <b>[Revised]</b> Rectification Plan		
Details of the Default:	<b>[Guidance:</b> Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the <b>[Revised]</b> Rectification Plan:	<b>[add]</b> date (minimum 10 days from request)]	
Signed by <b>Buyer</b> :		Date:
Supplier <b>[Revised]</b> Rectification Plan		
Cause of the Default	<b>[add]</b> cause]	
Anticipated impact assessment:	<b>[add]</b> impact]	
Actual effect of Default:	<b>[add]</b> effect]	
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>
	1.	<b>[date]</b>
	2.	<b>[date]</b>
	3.	<b>[date]</b>
	4.	<b>[date]</b>
	<b>[...]</b>	<b>[date]</b>
Timescale for complete Rectification of Default	<b>[X]</b> Working Days	
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>
	1.	<b>[date]</b>
	2.	<b>[date]</b>
	3.	<b>[date]</b>
	4.	<b>[date]</b>
	<b>[...]</b>	<b>[date]</b>

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Signed by the Supplier:		Date:	
<b>Review of Rectification Plan</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by the 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 Call-Off Contract dictates the status of each party under the DPA. A Party may act as:
  - a) "Controller" in respect of the other Party who is "Processor";
  - b) "Processor" in respect of the other Party who is "Controller";
  - c) "Joint Controller" with the other Party;
  - d) "Independent Controller" of the Personal Data where there other Party is also "Controller",in respect of certain Personal Data under a Call-Off 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 Call-Off Contract:

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- 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:
  - (1) nature of the data to be protected;
  - (2) harm that might result from a Personal Data Breach;
  - (3) state of technological development; and
  - (4) cost of implementing any measures;
- c) ensure that :
  - (1) the Processor Personnel do not Process Personal Data except in accordance with the Call-Off Contract (and in particular Annex 1 (*Processing Personal Data*));
  - (2) 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 Call-Off Contract; and
    - (d) have undergone adequate training in the use, care, protection and handling of Personal Data;
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (1) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

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- GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (2) the Data Subject has enforceable rights and effective legal remedies;
  - (3) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (4) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; 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 Call-Off 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 Call-Off 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 Call-Off 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



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timescales reasonably required by the Controller) including by immediately providing:

- a) the Controller with full details and copies of the complaint, communication or request;
  - b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 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 Call-Off 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

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- 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 Call-Off 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 Call-Off 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 (N/A).

### **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 Call-Off Contract.
- 21 The Parties shall only provide Personal Data to each other:
  - a) to the extent necessary to perform their respective obligations under the Call-Off 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*).

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- 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 Call-Off 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 Call-Off 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:
    - (1) 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
    - (2) 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 Call-Off 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

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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 Call-Off 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 Call-Off Contract which is specified in Annex 1 (*Processing Personal Data*).
- 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 The contact details of the Relevant Authority's (Buyer) Data Protection Officer is: [dataprotection@mhra.gov.uk](mailto:dataprotection@mhra.gov.uk)
- 2 The contact details of the Supplier's Data Protection Officer are:  
Redacted under FOIA Section 40 Personal Info
- 3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 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 Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority/Buyer</li></ul>

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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	<p>(excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Call-Off Contract) for which the Relevant Authority/Buyer is the Controller</p> <ul style="list-style-type: none"><li>• Contact details for the Buyer's staff/personnel who access the Employee Assistance programme to request assistance/support, for which the Relevant Authority/Buyer is the Controller</li></ul>
Duration of the Processing	<p>Processing will take place as required by either Party, in fulfilling their service and contractual obligations.</p> <p>The Personal Data shall be retained until the relevant Processing has been completed, or at the latest within 1 month of Contract Expiry/Termination. Where the Personal Data needs to be retained longer under applicable Data Protection, for statutory compliance purposes and/or as required by Law, this Data must be securely stored and managed, and deleted as soon as possible.</p>
Nature and purposes of the Processing	<p>The purpose of the Processing is to provide the required Employee Assistance Programme to support the Buyer's personnel. Staff/personnel may need to give a range of personal information to the Supplier so they can provide relevant and specific assistance/support (the Buyer will not provide information).</p> <p>The Supplier should only share this information with relevant Supplier Staff necessary to provide support.</p> <p>The Call-Off Contract contains the names and contacts for the Supplier's and the Buyer's representatives which shall be used for communication and managing this Contract to ensure successful service delivery. The Call-Off Contract shall be securely held by each Party.</p> <p>The Processor (and its personnel) should not process Personal Data except in accordance with this Annex 1 and Schedule.</p>
Type of Personal Data	<p>Full name Workplace and/or home postal addresses Workplace and/or home phone numbers (and mobile number) Workplace and/or personal email addresses Job Title or role</p>
Categories of Data Subject	<p>Details of Buyer's staff/personnel Details for the Buyer's Contract Manager/representative Details for the Supplier's Account Manager and other named representatives</p>
Plan for return and destruction of the data once the	<p>The Personal Data shall be retained until the relevant Processing has been completed, or at the latest within 1 month of Contract Expiry/Termination. Where the Personal Data needs to be retained longer under applicable Data Protection, for statutory compliance purposes and/or as required by Law, this Data must be securely stored and managed, and deleted as soon as possible.</p>

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Model Version: v3.0

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Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	The Supplier shall return or erase Personal Data from any computers, storage devices and storage media, as soon as practicable after it has ceased to be necessary for them to retain such Personal Data.
-------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## **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.

### **Annex A: List of Transparency Reports**

**{To be agreed when required}**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Performance			
Call-Off Contract Charges			
Key Subcontractors			
Technical			

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

- Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) – N/A
- Part B (Staff Transfer At Start Date – Transfer From Former Supplier) – N/A
- Part C (No Staff Transfer On Start Date) – may apply
- Part D (Pensions) – N/A
- Part E (Staff Transfer on Exit) – may apply

The details for Parts C and E can be found on CCS records/Framework.



## Call-Off Schedule 3 (Continuous Improvement)

### 1 Buyer's Rights

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

### 2 Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Call-Off 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 six (6) Months following the Start Date.

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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 Call-Off 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 Call-Off 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 4 (Call Off Tender)

### Extracts from Supplier's Tender Proposal

#### Executive Summary

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#### Service and delivery overview

We aim to provide both proactive and reactive solutions depending on a client's needs and have a rich heritage in helping companies achieve their health and wellbeing objectives. Core services include:

- Employee Assistance Programme (EAP);
- Wellbeing App & Portal;
- Return to Work & Rehabilitation Programmes;
- Enhanced Psychological Services;
- Counselling, CBT & EMDR Therapies;
- Mental Wellbeing Training (workshops and webinars);
- Supervision, Professional Support and Coaching;
- Trauma & Critical Incident Support; and

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- Mediation.

PAM Wellbeing understand that MHRA requires provision of an EAP to deliver confidential support for a range of work-related or personal matters that may impact on workplace performance, mental health and wellbeing and seek to resolve, manage and prevent those issues where possible. We are confident we can meet and exceed your requirement, providing as per the Specification.

Redacted under FOIA



Ultimately our goal is to be your trusted partner, delivering our services and in turn supporting your MHRA to be healthy, effectively supported and in turn able to achieve your ambitious roadmap for the future, centred on putting patients first, becoming a truly world-leading regulator and protecting public health through excellence in regulation and science.

### **Delivery, Resourcing and Promotion of the Services**

- a) Tailoring and branding

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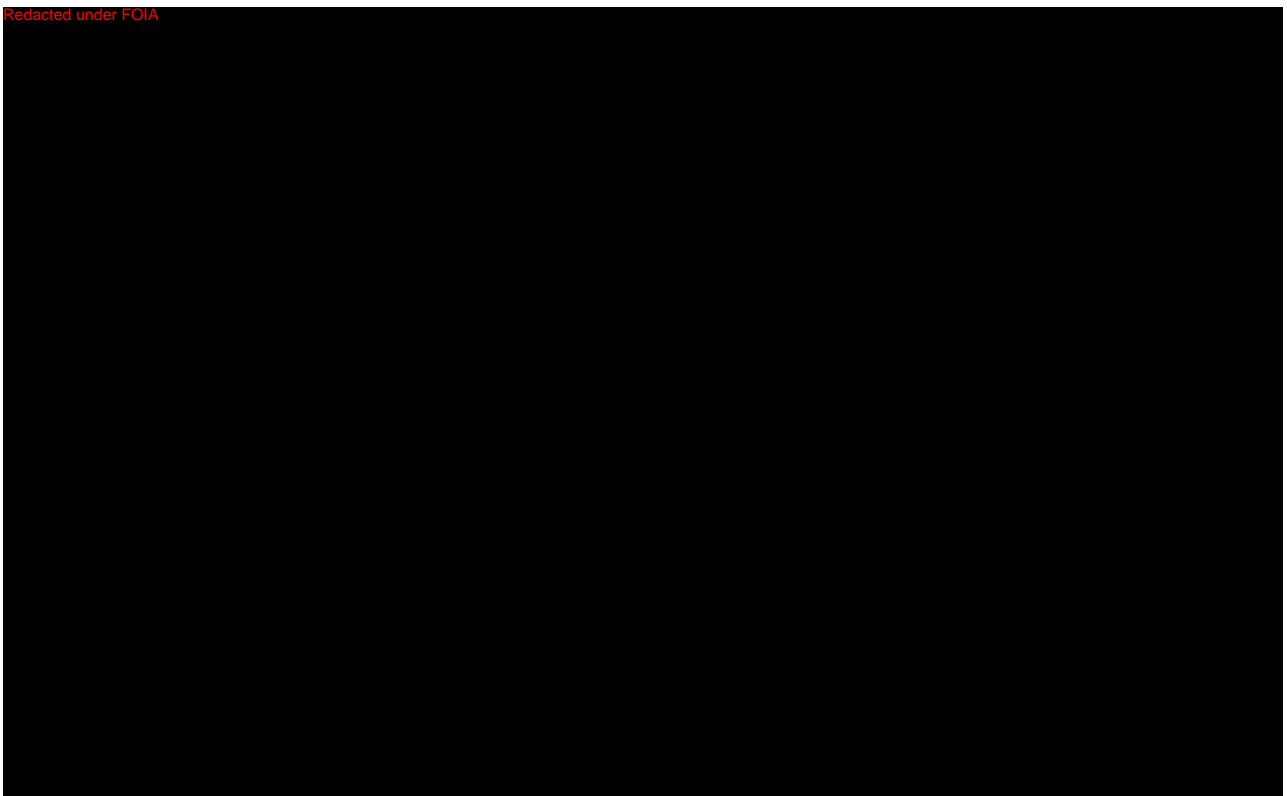
Call-Off Ref: C118405

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b) Ensuring a seamless transition and implementation

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Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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### c) Providing the range of therapeutic interventions

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Model Version: v3.0

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**d) Providing effective triage services**

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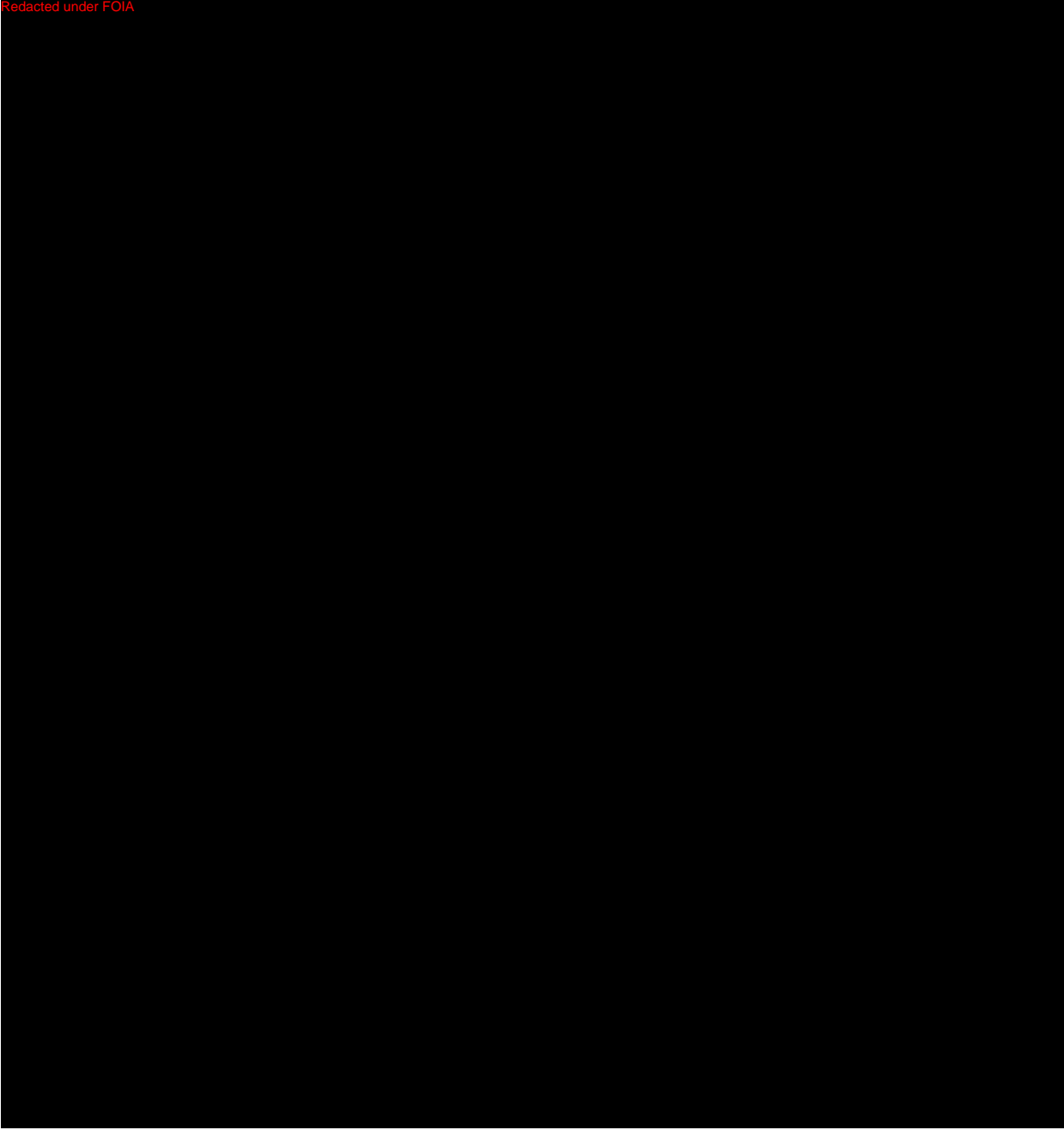


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e) Ensuring a range of content appropriate for the breadth of users

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### f) Resourcing for this Call-Off Contract

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Model Version: v3.0

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**g) Promoting and publicising the EAP**

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### Functionality of Web-based Online Portal and Mobile IOS and Android application

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### Fulfilling your Requirements

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### Functionality of PAM Wellbeing online portal and mobile app

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### Access to our digital offering

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### Availability

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### User feedback mechanism

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### Meeting Government and other relevant accessibility standards

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

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### Adding value and/or differentiation

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## Robust Approach to Continuous Improvement, Innovation and Service Impact Evaluation

### Strategy for Continuous Improvement & Innovation

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Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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Reflect the evolving nature of health and wellbeing and reviewing/market analysis

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

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### Recommendations for updates/improvements/efficiencies

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### Measuring the service impact and outcomes for users

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### Quality of Account/Contract Management and Performance Arrangements

#### a) Management arrangements expected responsibilities

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Redacted under FOIA Section 40 Personal Info

Redacted under FOIA



Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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### Arrangements for engagement and performance monitoring

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### Approach to embedding quality management

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Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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Model Version: v3.0

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Redacted under FOIA

### b) Management Information access/download directly

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## **Assurances on System/Information Security and Data Protection**

### **Approach to system/Information security controls**

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

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### Relevant systems to hold any Buyer information

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## Call-Off Schedule 5 (Pricing Details)

### INCLUSIVE HEADCOUNT MODEL (FIXED FEE/CHARGE)

Description	Estimated Utilisation (based on no. of phone calls, live chats, coaching & counselling sessions)	Employee Headcount (plus some contingent labour)	Price per Head/capita per Month - Staffing by Fully Qualified Counsellors	Notes
<b>Service is inclusive of:</b> 1) Online Portal 2) Mobile Phone Application 3) Telephone Services, Triage and Support Services (where telephone services will be organisationally branded) 4) Live Chat 5) Bullying and harassment support 6) Whistleblowing Services 7) Management Support Services 8) Coaching and Counselling Services up to a maximum of 6 sessions per employee/individual per year. This includes overseas counselling when counsellor providing services is UK based 9) Case Management 10) Publicity and Promotion	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Delivery model includes practical/advisory service however a clinician led model is used and access to counsellors on a 247/365 basis.  Redacted under FOIA Sect 43(2) Commercial Interests
<b>TOTAL FIXED FEE/CHARGE PER MONTH</b> <b>[SEE NOTE BELOW ON CHARGING APPROACH]</b>			Redacted under FOIA	Redacted under FOIA Sect 43(2) Commercial Interests
<b>TOTAL FIXED FEE/CHARGE PER ANNUM</b>			Redacted under FOIA Redacted under FOIA Sect 43(2) Commercial Interests	See note below on Charging approach going forward

#### Note on Charging approach - Formal six month review

Redacted under FOIA Sect 43(2) Commercial Interests

## **RATECARD FOR ADDITIONAL SERVICES**

**(to be called off as required)**

### **COUNSELLING SERVICES AND THERAPEUTIC INTERVENTIONS (if needed)**

(NB: The following rates for additional sessions in excess of the 6 sessions per employee/individual per year included in the inclusive model).

Description	Session Rate
<b>Telephone Counselling - Charge for one telephone counselling session by a fully qualified counsellor</b>  <b>For UK based counsellors, but employee may be based in a UK or overseas location</b> <b>Includes case management</b> <b>Session normally 60 minutes</b>	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Face to face or virtual counselling - Charge for one face to face or virtual counselling session by a fully qualified counsellor</b>  <b>For UK based counselling sessions only</b> <b>Includes case management</b> <b>Session normally 60 minutes</b>	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Individual CBT session - Charge for one 60 minute session either face to face or virtual</b>	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Group CBT session - Charge for one 60 minute session either face to face or virtual</b>	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Individual Trauma focussed CBT session - Charge for one 60 minute session either face to face or virtual</b>	Redacted under FOIA Sect 43(2) Commercial Interests

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<b>Group Trauma focussed CBT session - Charge for one 60 minute session either face to face or virtual</b>	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Eye Movement Desensitisation and Reprocessing (EMDR) - Charge for one 60 minute session either face to face or virtual</b>	Redacted under FOIA Sect 43(2) Commercial Interests

**TRAUMA AND CRITICAL INCIDENT SUPPORT (if needed)**

<b>Description</b>	<b>Hourly Rate</b>	<b>Half Day Rate (4 hours)</b>	<b>Day Rate</b>
<b>Per incident/event face to face support (rates for 1 to 5 sessions per year)</b>	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests

**NB: 24/7 telephonic support is included in the Inclusive Fixed Charge.**

<b>Description</b>	<b>Session Rate</b>
<b>Group support/debriefing session via telephone or secure video - Charge per session (standard 60 minutes)</b>	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Group support/debriefing session face to face - Charge per session (standard 60 minutes)</b>	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Individual employee support session via telephone or secure video - Charge per session (standard 60 minutes)</b>	Redacted under FOIA Sect 43(2) Commercial Interests

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Individual employee support session face to face - Charge per session (standard 60 minutes)

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Commercial Interests

## HEALTH AND WELLBEING PROMOTION AND AWARENESS & CONSULTANCY AND CLINICAL SUPERVISION (if needed)

Description	Hourly Rate	Half Day Rate (4 hours)	Day Rate
<b>Development of bespoke health and wellbeing promotional and awareness programmes of education, support and training:</b> - design and development of programme material - production of promotional material  (rates for 1 to 5 sessions per year)	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Face to face delivery of a health and wellbeing promotion and awareness programmes of education, support and training</b>  (rates for 1 to 5 sessions per year)	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Virtual delivery of a health and wellbeing promotion and awareness programmes of education, support and training (e.g via Skype, Zoom etc)</b>  (rates for 1 to 5 sessions per year)	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Charge for specialist consultancy services as agreed with Buyer</b>  (rates for 1 to 5 sessions per year)	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
<b>Clinical Supervision</b>  (rates for 1 to 5 sessions per year)	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests

## MEDIATION (if needed)

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Description	Hourly Rate	Half Day Rate (4 hours)	Day Rate
<b>Mediation Services, whether for an individual employee or a group of employees</b>  <b>(rates for 1 to 5 sessions per year)</b>	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests

**HEALTH KIOSKS (if needed)**

Description	Monthly Charge Per Kiosk
<b>Monthly Charge to include:</b> <ul style="list-style-type: none"><li>- delivery to Buyer's Premises</li><li>- set up and calibration at Buyer's Premises</li><li>- Training of at least 5 personnel on the functionality of the kiosk</li><li>- employee report and signposting services</li><li>- anonymised management reports</li><li>- consumables i.e paper, ink but not internet connectivity where the Buyer does not have internet available for the kiosk</li><li>- maintenance and repair including future PAT tests and maintaining software licences</li><li>- cost of any SMS/MMS sent from the Kiosk</li></ul>	Redacted under FOIA Sect 43(2) Commercial Interests

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**STRUCTURED SUPPORT (if needed)**

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Description	Session Rate
<p><b>Individual 1 to 1 sessions delivered in the User's place of work by appropriately qualified supplier personnel. The session should focus on work related issues and the emotional effect on the User and cover areas of impact, for example, wellness, fatigue and burn out and the pressures of working in a stressful or traumatic environment. The session should include feedback on coping and resilience strategies. If personal issues are raised the Supplier Personnel should signpost the User accordingly. (standard 60 minutes)</b></p> <p><b>(rate for 1 to 5 sessions per year)</b></p>	<p>Redacted under FOIA Sect 43(2) Commercial Interests</p>
<p><b>Small Group (8 or less users) support sessions delivered in the User's place of work by appropriately qualified supplier personnel. The session should focus on work related issues and the emotional effect on the Users and cover areas of impact, for example, wellness, fatigue and burn out and the pressures of working in a stressful or traumatic environment. The session should include feedback on coping and resilience strategies. If personal issues are raised the Supplier Personnel should signpost those Users accordingly. (standard 2 hours)</b></p> <p><b>(rate for 1 to 5 sessions per year)</b></p>	<p>Redacted under FOIA Sect 43(2) Commercial Interests</p>
<p><b>Large Group (9 or more Users) support sessions delivered in the User's place of work by appropriately qualified supplier personnel. The session should focus on work related issues and the emotional effect on the Users and cover areas of impact, for example, wellness, fatigue and burn out and the pressures of working in a stressful or traumatic environment. The session should include feedback on coping and resilience strategies. If personal issues are raised the Supplier Personnel should signpost those Users accordingly. (standard 3 hours)</b></p> <p><b>(rate for 1 to 5 sessions per year)</b></p>	<p>Redacted under FOIA Sect 43(2) Commercial Interests</p>



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**OTHER FEES OR OPTIONAL COSTS TO BE DECLARED (if required)**

<b>Description</b>	<b>Fee/Price (and unit)</b>	<b>Notes (if applicable)</b>
<b>On-site promotional seminars or conference style delivery</b>	Redacted under FOIA Sect 43(2) Commercial Interests	Delivered by an Account Manager, if a counsellor is required on site or Clinical Lead requirement can be reviewed.
<b>Additional mindfulness/well-being Services (optional)</b>	Redacted under FOIA Sect 43(2) Commercial Interests	Individual sessional fee provided. Additional capability in regard to training/group sessions if required.

## 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

Key Role	Key Staff	Call-Off Contract Details
Account Manager	<div>Redacted under FOIA Section 40 Personal Info</div> <div>Contact:</div> <div>Redacted under FOIA Section 40 Personal Info</div> <div></div>	Role described in Tender and in Schedule 4 above
<i>Deputy cover will be provided by the wider Account Management team, with escalation</i> <div>Redacted under FOIA Section 40 Personal Info</div> <i>and access to a Clinical Lead via liaison.</i>		

## 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):

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	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 At least ninety (90) Working Days prior to the Start Date (or as otherwise agreed) the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
  - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
  - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

### **3 General Principles of the BCDR Plan (Section 1)**

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

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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 Call-Off 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 Call-Off Contract.

## **4 Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
  - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

## **5 Disaster Recovery (Section 3)**

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

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

5.2.13 testing and management arrangements.

## **6 Review and changing the BCDR Plan**

6.1 The Supplier shall review the BCDR Plan:

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

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

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

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

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

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

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



## **7 Testing the BCDR Plan**

### **7.1 The Supplier shall test the BCDR Plan:**

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

## **8 Invoking the BCDR Plan**

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

## **9 Circumstances beyond your control**

9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure.

## 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):

<b>"Breach of Security"</b>	<p>the occurrence of:</p> <p>b) 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 Call-Off Contract; and/or</p> <p>c) 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 Call-Off Contract,</p> <p>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;</p>
<b>"Security Management Plan"</b>	<p>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.</p>

#### 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.

- 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 Call-Off 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 Call-Off 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 Call-Off 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 Call-Off 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 Call-Off 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 sixty (60) 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.

- 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

- 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.

## 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 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 (if applicable).
- 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").**

**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 Call-Off 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

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Buyer.

- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable; how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.1 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;
  - 4.3.2 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;
  - 4.3.3 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;
  - 4.3.4 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.5 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.6 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.7 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
  - 4.3.8 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 year throughout the Contract Period; and
    - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
    - c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
    - d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation

Procedure); and

- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Call-Off 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 Call-Off 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

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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 Call-Off 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 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 Call-Off 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 Call-Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

a) the Exclusive Assets that are not Transferable Assets; and

b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier

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shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

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

## **9 No charges**

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred

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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 14 (Service Levels)

### 1 Definition

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

**“Amber Service Level Performance Measure”**

shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

**“Critical Service Level Failure”**

means a failure to meet a Red Service Level Performance Measure for a Critical Service Level defined in the Order Form;

**“Green Service Level Performance Measure”**

shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

**“Red Service Level Performance Measure”**

shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

**"Service Credits"**

any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

**"Service Credit Cap"**

has the meaning given to it in the Order Form;

**"Service Level Failure"**

means a failure to meet the Service Level Performance Measure in respect of a Service Level as follows:

- the Supplier's performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period;
- the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance

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Measure for that Service Level twice or more in any three (3) consecutive Service Periods;

- the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and
- the Supplier's performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.

### "Service Level Performance Measure"

A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

### "Service Level Threshold"

Shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

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

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- 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 Call-Off 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 (NOT USED)**

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 Call-Off 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:

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- i. 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;
- ii. instruct the Supplier to comply with the Rectification Plan Process;
- iii. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- iv. 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 (NOT USED)

- 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

Service Level Performance Criterion	Description	Service Levels
Telephone Support Services	All telephone support line Services to be available twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five/six (365/366) days a year	100%
“	Urgent or 'red flag' cases will be matched immediately for telephone support	100%
“	All telephone calls to be answered within 20 seconds	95%
“	Initial call back to Buyer's Personnel following triage to take place within two (2) hours	98%

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“	All queries not requiring counselling Services to be completed within twenty four (24) hours	98%
<b>Online Portal / App</b>	Online Portal/app to be available twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five/six (365/366) days a year a day except for agreed downtime and maintenance which will be agreed with the Buyers at least seventy two (72) hours in advance of such work being carried out	99%
“	System helpdesk function to deal with user queries 09.00 to 17.00 (as a minimum); this should include telephone support, but also a chat function	98%
<b>Counselling Services</b>	Counselling Services to be available twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five/six (365/366) days a year	100%
“	Urgent or red flag cases will have first face to face counselling session offered within twenty four hours of first contact (if need determined)	98%
“	All counselling appointments (telephone, e-counselling or face to face) to be arranged within 48 hours of first contact	100%
“	Initial counselling session to take place within 5 days of assessment	99%
“	Where the need for a fast track referral to counselling has been identified by the Supplier, the appointment shall be booked within two (2) days of referral	100%

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“	Face-to-face counselling appointments to be offered within 1 hour's travelling distance by public transport of the Buyer's Personnel home office location	99%
<b>Trauma and Critical Incident Support</b>	Where critical incident procedures have been invoked, all employees (including those overseas) must have access to designated telephone support within two (2) hours of notification	100%
“	A workplace site presence with the appropriate number of skilled Supplier Personnel available within forty eight (48) hours	100%
<b>Complaints</b>	All complaints to be acknowledged within one (1) Working Day of receipt	99%
“	All Complaints to be updated at an interval of every two (2) Working Days	98%
<b>Account/Contract Management</b>	All invoices right first time, provided with supporting data and received at the agreed times	99%
“	Account management support available Monday to Friday 8am - 6pm with responses to queries from the Buyer within one (1) Working Day	99%
“	Use recognised methodologies to measure the impact of the Services at least twice in each Contract Year	100%
<b>Management Information</b>	Management Information delivered at agreed periods (initially monthly, but may be changed to quarterly as agreed)	100%
“	All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary Questions will be provided within	100%

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	the timelines outlined for each request by the Buyer	
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## Part B: Performance Monitoring

### 3 Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales (expected to be Monthly) 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:
- 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
- 3.2.3 details of any Critical Service Level Failures; (CRITICAL SERVICE LEVEL FAILURES NOT USED)
- 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and (SERVICE CREDIT APPROACH NOT USED)
- 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a quarterly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

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- 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

## **4 Satisfaction Surveys**

- 4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this 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.

### **Background**

The Medicines and Healthcare products Regulatory Agency require a supplier to provide us with an Employee Assistance Programme, offering a number of Services to support staff/personnel; the Services shall be accessed on an ad hoc/call-off basis as required and there is no guarantee of the volume of work, nor any exclusivity with the appointed Supplier for the commission/supply of these requirements.

We, currently, have a headcount of 1077 employees (projected to increase to around 1250 later this year) supplemented with some contingent/temporary labour. This is following a significant transformation of the agency where we have undergone major restructuring with staff reductions and job changes which has impacted morale. The agency has been a front-line responder during the pandemic as it was responsible for regulating and approving the vaccines and other products linked to the crisis. This has meant working in a high pressure and workload environment, and personnel still face challenges going forward.

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### **Requirements/Services**

#### **1. Overview of Core Requirements**

- 1.1 The Supplier shall provide support to the Buyer's personnel (and other agreed eligible groups – see heading 3.2) over the full range of work related or personal matters that may impact on workplace performance or mental health and wellbeing and seek to resolve, manage and prevent those issues where possible.
- 1.2 The Supplier shall provide access to the following requirements which shall

include, but not be limited to:

- An Online Portal
- Digital Services including Live Chat and a mobile phone application downloadable to personal devices.
- Telephone, face to face and virtual Triage and Support Services which shall include, but not be limited to:
  - o Advice and support;
  - o Management support Services;
  - o Counselling Services;
  - o Case Management;
  - o Trauma and critical incident support;
  - o Consultancy, and clinical supervision;
  - o Education, Support and Training;
  - o Promotion of the Employee Assistance Programme;
  - o Therapeutic Interventions;
  - o Bullying and harassment support;
  - o Whistleblowing Services;
  - o Mediation;
  - o Coaching Services;
  - o Structured Professional Support; and
  - o Interactive health kiosks

(Please note some of these Services shall only be provided if required by and requested by the Buyer).

## **2. Delivery Principles**

2.1 The Supplier shall deliver all the Services in accordance with the following principles:

- The Services shall be made available to the Buyer's personnel (and other agreed eligible groups) including those working remotely, both in the UK and in postings overseas and/or travelling overseas;
- The Services shall be tailored to the Buyer's organisational requirements and job roles;
- Confidentiality is crucial to the integrity of the Service;
- The Supplier shall provide access to a range of experts and qualified mental health professionals;
- The Supplier shall underpin the Services with robust clinical

governance.

- The Supplier shall provide Services which support a strategy of continuous improvement and innovation which reflect the evolving nature of health and wellbeing.

2.2 The Supplier shall ensure that all users of the Services and the Supplier Staff are aware of the scope and limitations of patient and client confidentiality, in particular where there is a responsibility to breach patient confidentiality where there are issues of child protection, a threat to health and safety, a risk of harm to self or others, or prevention of a crime or terrorist act.

### **3. Service Availability**

3.1 The Supplier shall ensure that the Services, including the necessary Supplier Staff, are available to all users twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year/three hundred and sixty six (366) days for a leap year.

3.2 The Supplier shall make the Services available to the following eligible groups:

- Buyer's personnel/employees (including apprentices);
- Recruitment Agency temporary workers/contingent labour working for Buyer;
- Past Buyer's personnel with more than two (2) years' service, who have retired through severance, age related, medical or early retirement have authorised access to the Service for three months following their last day of service;
- Family members impacted by the Buyer's personnel/employee's work related issues, dependencies or abuse (e.g. gambling, alcohol, drugs and debt) as long as they are also present when the counselling takes place; and
- The next of kin/partner in cases of bereavement.

3.3 The Supplier shall provide personnel/users with access to obtain advice and support for, including but not limited to the following:

- Addiction / dependency / substance abuse;
- Alcoholism;
- Anxiety;
- Bereavement;
- Bullying / harassment / intimidation / discrimination;
- Career / job related stress
- Care problems related to childcare / eldercare / disability care;

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- Debt advice, this must not include signposting or referrals to financial organisations who provide fee paid services;
- Depression;
- Domestic violence;
- Eating disorders;
- Family / relationship problems;
- Financial wellbeing
- Gambling;
- Gaming;
- Gender reassignment;
- Health problems, including terminal illness;
- Illness of a family member;
- Legal information;
- Lesbian, Gay, Bisexual and Transgender (LGBT) issues;
- Mental health related issues;
- Matrimonial / domestic settlement problems;
- Performance related problems;
- Post-traumatic stress problems including those arising from an accident at work or work-related incident;
- Redeployment / relocation / redundancy;
- Sexual assault and abuse;
- Stress;
- Support for all parties involved in a formal work-related investigation both during and following the investigation;
- Whistleblowing;
- Workplace restructuring / transformation programmes / departmental change; and
- Workplace trauma.

### 4. Exclusions

4.1 The Supplier shall **not provide** users access to:

- tax advice;
- legal advice other than that which is provided to users within the context of welfare counselling provided this is restricted to a signposting Service;
- financial advice on any matter other than debt problems;

- advice relating to leisure or recreation; and
- direct provision of medical treatment – Suppliers will instead advise or directly refer (in the case of emergency) to NHS Primary Care.

## **5. Online Portal**

- 5.1 The Supplier shall provide and maintain an online portal to support the Services, available to all users twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year/three hundred and sixty six (366) days for a leap year.
- 5.2 The Supplier shall brand the online portal as required by the Buyer (we expect this to be minimal). Access to the portal shall be through all Internet browsers, and from both work and personal devices.
- 5.3 The Supplier shall provide a portal, which supports user led registration. User registration may include:
- User name;
  - User email address;
  - User's employing department name; and
  - Users business unit.

The Buyer will not provide any data to the Supplier in advance or after the portal going live.

- 5.4 The Supplier shall ensure the portal is a secure system and includes a process to ensure that the personnel registering as users of the system are eligible to do so. The Supplier shall ensure that the Portal and its content are appropriate for a wide range of users.
- 5.5 The online portal shall be a web-based resource that supports users health and wellbeing and shall contain, as a minimum:
- Details of how to access the Services, including brief descriptions of such Services;
  - Details of Services which are freely available to users and which would be signposted by the Supplier in any case, for example, whistleblowing, Charity for Civil Servants, Citizens Advice Bureau; MIND and Samaritans;
  - Information relating to any planned training or seminars to be delivered by the Supplier on behalf of the Buyer;
  - Self-help podcasts, videos, webinars, guides, fact sheets and leaflets in fully downloadable format on subjects such as at a minimum:
    - o Stress and pressure;
    - o Personal resilience;

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- o Work/life balance;
    - o Suicide and self-harm;
    - o Bereavement;
    - o Physical activity;
    - o Nutrition;
    - o Smoking;
    - o Alcohol; and
    - o Sleep.
  - Advice and guidance on musculoskeletal, mental health and healthy lifestyles;
  - Computerised Cognitive Behavioural Therapy (CBT);
  - Live Chat function;
  - Health-check questionnaires, which users will be able to complete online. On submission of the questionnaire, users shall be provided with immediate results, feedback and guidance as to lifestyle options and/or sources of further support and guidance, including a lifestyle behaviour change programme. Users shall also receive an online and/or e-mail version of the completed report and recommendations;
  - An online newsletter, which reflects current topics including publicity on national and local campaigns. The Supplier shall include in such newsletters specific messages that the Buyer wish to make available to its personnel;
  - Access to any training material which has been developed for the Buyer; and
  - Access to all Supplier standard training materials, which they include as part of their standard Service offering.
- 5.6 The Supplier shall ensure that all users who access the online portal shall be requested to complete a confidential questionnaire which targets feedback on the online portal in relation to its effectiveness, accessibility and relevance. Such results will be anonymised and provided to the Buyer as part of the monthly management information.
- 5.7 The Supplier shall ensure that their online portal is fully accessible to users located overseas as well.
- 5.8 The Supplier shall update the online portal at regular intervals with all relevant material to support the Services and health and wellbeing of users.

## 6. Online Portal Maintenance and Upgrades

- 6.1 The Supplier shall ensure that notification of scheduled maintenance and/or

system upgrades is provided to all Buyer contacts. A message shall be placed on the online portal at least 2 (two) weeks in advance of the action taking place, which will remain visible on the portal throughout the 2 (two) week period to users.

## **7. Digital Services, including Live Chat and Mobile Applications**

- 7.1 The Supplier shall provide the option of alternative delivery of the online portal Services in the form of a mobile IOS and Android application downloadable at least to mobile phones (work and/or personal devices). The application shall be made available 24/7, 365 days per year (366 days in a leap year). The Buyer would like both the online and mobile solution to allow users' choice.
- 7.2 The mobile application should serve as a mobile version of the online portal therefore all materials that are accessible by users of the portal should equally be accessible by users of the mobile application. The use of a confidential questionnaire requesting feedback on the application shall also be required (the results anonymised and provided to the Buyer as part of the monthly management).
- 7.3 The Buyer will not provide employee data to the Supplier in advance of the Application going live or thereafter.
- 7.4 The Supplier shall allow user registration which may include:
- User name;
  - User email address;
  - User's employing department name; and
  - Users business unit.
- 7.5 The Supplier shall provide a Live Chat function on their online portal, which shall be available 08:00 to 18:00 with the facility to email the Supplier outside of these hours.

## **8. Telephone Services, Triage and Support Services**

- 8.1 The Supplier shall provide the Buyer with a Freephone number. The Supplier's telephone service shall provide a dedicated non premium rate and/or a 01, 02, 03 prefix 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.
- 8.2 The Supplier's Freephone telephone advice line(s) shall be available twenty four (24) hours a day, seven (7) days a week, and three hundred and sixty five (365) days a year/three hundred and sixty six (366) days a year for a leap year.
- 8.3 The Supplier shall provide a telephone support Service for users staffed by:
- Supplier Staff who are qualified professionals in a range of counselling services

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- 8.4 The Supplier shall route users who are identified as being at risk ('red flag') to a counsellor for immediate support (e.g. at risk of taking their own life, self-harm or medical emergencies) and/or forward users immediately to emergency NHS Primary Care/A&E.
- 8.5 The Supplier shall provide the following triage services including, but not be limited to:
- Recording users' details and opening a case file where all details of the advice, guidance and any further Services provided shall be maintained;
  - Recording details of a user's request and providing advice and guidance pertinent to the request made;
  - A clinical assessment process using clinical qualitative questioning and structured clinical measurement tools to inform the assessment, determine the most appropriate interventions, support and measure improvements. These may include but not be limited to:
    - o Patient Health Questionnaire (PHQ – 9)
    - o General Anxiety Order 7 (GAD 7)
    - o Work and Social Adjustment scale (WSAS)
  - Routing users as appropriate to short-term, focussed counselling Services where a clinical need is identified as further described below;
  - Signposting users as appropriate to specialised agencies such as Relate, Alcoholics Anonymous, Citizens Advice Bureaux and Cruise;
  - Signposting and referring users to organisations and networks linked to the Buyer, such as Mental Health First Aiders / Mental Health Advocates, Wellbeing Advocates, Fair treatment Ambassadors, the Charity for Civil Servants, Civil Service Sports Council, the Civil Service Retirement Fellowship and other such organisations and networks;
  - Routing users to specialised support as appropriate, Cognitive Behaviour Therapy or other therapeutic interventions, where a clinical need is identified and as further described below;
  - Providing a facilitated referral into the NHS with a user's consent (either to their GP with a letter outlining the assessment and recommendations), or fast tracked without the need to visit a GP to local IAPT (Improving Access to Psychological Therapies) services. The Buyer shall not meet the costs resulting from these referrals.
  - Providing structured 'bridging wellbeing support' to users who are



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not clinically suitable for short-term focused counselling, e.g. scheduled telephone calls to the user, whilst the user awaits treatment through the NHS/IAPT;

- Providing advocacy support where a user is too distressed or is unable to effectively manage the interface with the Buyer and/or external organisations; and
- Providing advice and support Services specifically for managers as further described in this Schedule.

8.6 The Supplier shall have arrangements in place for the telephone support Services to enable users with neuro-diverse conditions, hearing or speech difficulties and/or users whose first language is not English and who request or require language support to effectively use the Services.

8.7 The Supplier shall brand the Services in accordance with the Buyer's requirements so that service users shall reach a helpline that can be identified by their organisation name and/or specific Services.

8.8 The Supplier shall allow users to self-refer to use the Services and the Supplier shall also allow referrals from managers, HR, and suppliers of Occupational Health Services provided to the Buyer or any other network/support service as authorised by the Buyer where the user grants prior consent.

8.9 The Supplier shall provide information to users about the Charity for Civil Servants and shall assist users with the completion of application forms to the fund.

8.10 The Supplier shall support as required any users who require assistance in preparing a case or a supporting statement to the Charity for Civil Servants or other such organisation. The Buyer shall provide the Supplier with relevant information and policy guidance.

8.11 The Supplier shall ensure that all users requiring a telephone call back following triage shall receive one within two (2) hours of triage taking place.

8.12 The Supplier shall ensure that all user queries, which do not require counselling Services are completed within twenty four (24) hours.

### 9. Management Support Services

9.1 The Supplier shall provide a specified Freephone telephone helpline number if requested to do so by the Buyer for advice and guidance to managers.

9.2 The Supplier shall provide advice and guidance to managers (on request) to improve knowledge of the following subjects including, but not limited to:

- Workplace attendance, including advice for supporting staff from Day 1 of absence in respect of Mental Health issues;
- Workplace bullying;

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- Discrimination;
- Gender reassignment;
- Wellbeing confident conversations;
- Financial wellbeing;
- Social Connectivity;
- Work related stress;
- Work related trauma;
- Workplace conflict;
- Leading personnel through change;
- Alcohol and drugs;
- Work/life balance;
- Mental health issues;
- Terminal illness; and
- Bereavement.

9.3 The Supplier shall ensure that the Supplier Staff are conversant in the Buyer's internal policies; the Buyer has policies on many of the above topics, which shall be made available to the appointed Supplier.

9.4 The Supplier shall:

- Provide advice and support to managers regarding recognition of problems which may impact on their own or their personnel's ability to work effectively;
- Support managers in undertaking their duty of care to their personnel/team including having difficult conversations, managing and implementing change, identifying causes of stress, pressure points and encouraging resilience;
- Support managers in recognising issues of mental health among their personnel/team and provide advice on practical measures on how to support them;
- Enhance managers' confidence and capability in all areas of health and wellbeing; and
- Provide information about and signpost personnel to specialist sources of help for any of the problems raised by managers.

## **10. Counselling Services**

10.1 The Supplier shall provide telephone, online and face-to-face, short term, focused counselling Services. The Supplier shall offer counselling Services based on clinical need using a modern, flexible approach that embraces digital solutions and encourages greater use of telephonic and secure video

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/ Skype counselling.

10.2 The Supplier shall assess users presenting issues, using recognised clinical measures, and determine the most appropriate form of intervention with the user's agreement.

10.3 The Supplier shall:

- Ensure the user understands all methods of counselling available to them, the expectations and limitations of each, and work together to choose the most clinically effective method;
- Ensure counselling Services are available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year.
- Arrange the first counselling session appointment within forty eight (48) hours of agreeing that counselling is an appropriate form of treatment;
- Ensure the first session of counselling takes place within five (5) days of referral;
- Provide a fast-track referral option where circumstances require a counselling session in advance of the standard appointment window. A fast track referral appointment shall take place within two (2) days of first referral;
- Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;
- Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards;
- Provide immediate telephone counselling support and/or forward users immediately to emergency NHS Primary Care/A&E where a user is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm;
- Provide the first face-to-face counselling session for urgent cases within twenty-four (24) hours of first contact, regardless of postcode or location; and
- Provide a reminder service to a user via telephone, email and/or SMS of booked appointments.

10.4 The Supplier shall deliver a maximum of six (6) counselling sessions to each user per issue, during a Contract Year. The Supplier shall agree any additional counselling sessions in advance, with the Buyer.

10.5 The number of sessions within this maximum of six (6) shall be subject to the clinical judgement of the Supplier. In exceptional circumstances, the Buyer may authorise additional counselling Services where there is a

proven clinical need to do so. The Supplier shall obtain such authorisation in advance of any additional counselling being carried out.

- 10.6 The Supplier shall provide continuity of counsellors during a referral unless exceptional circumstances dictate otherwise. Where continuity of counsellor cannot be maintained, the Supplier shall notify the user immediately or at least twenty-four (24) hours before an appointment. If the counsellor is unwell, the user shall be given the opportunity to rebook an appointment within forty-eight (48) hours of the original appointment.
- 10.7 The Supplier shall make alternative arrangements to meet the user's needs should a user express reasonable objections that they are not content with the counsellor assigned to them.
- 10.8 The Supplier shall ensure that premises are appropriate, safe and offer adequate levels of privacy to the user, if they provide face-to-face counselling away from the user's normal place of work.
- 10.9 The Supplier shall provide appointments within a reasonable travelling distance of the user's home, but no more than one hour's travelling distance by public transport, from the user's home office location.
- 10.10 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to users who are disabled, including disabled parking.
- 10.11 The Supplier shall ensure that all face-to-face counselling appointments meet the user's wishes with regards to counsellors of the same gender and if possible race and religion.
- 10.12 The Supplier shall provide where required, a fully accessible, secure online counselling service. The Supplier shall ensure that users who are posted overseas can also access the Service, though no face-to-face sessions shall be organised.
- 10.13 The Supplier shall assess users requirement for prolonged counselling or psychotherapy before the final session of counselling has been completed and make a facilitated referral to NHS/specialist organisations. The Buyer shall not meet the costs resulting from these referrals.

## **11. Case Management**

- 11.1 The Supplier shall have a documented case management process in place for counselling and therapeutic intervention Services. If users receive Services following an initial triage the Supplier shall create a case record to track that all Services provided to users are appropriately delivered and managed in accordance with the case management process.
- 11.2 The case management process shall include as a minimum:
  - How cases are recorded;
  - What treatment has been recommended and provided;
  - How cases are monitored;

- How cases are followed up;
- Processes to ensure users with workplace adjustments are effectively supported;
- How cases are managed and handed off between the different Services provided by the Supplier;
- How cases are closed, including the approval process for closure; and
- How the outcome of a case is measured, specifically in terms of clinical measures, benefits, success and failure.

11.3 The Supplier shall provide case notes and reports to the user, in alternative formats where required, or upon request of the user, at no additional cost.

## **12. Trauma and Critical Incident Support**

- 12.1 The Supplier shall provide telephone and face-to-face trauma and critical incident support Services for users (just telephone or virtual support for overseas queries), who may have been subject to an incident in or outside the workplace or due to a job role has repeated exposure to distressing material or behaviour.
- 12.2 The Supplier shall agree with the Buyer the circumstances when such Services are appropriate and have clear processes for triggering and managing such Services. The Supplier shall report all requests for such Services in writing to the Buyer.
- 12.3 The Supplier shall ensure that appropriately skilled or qualified Supplier Staff are available twenty four (24) hours, seven (7) days a week, and three hundred and sixty five (365) days a year/three hundred and sixty six (366) days for a leap year to provide trauma or critical incident Services.
- 12.4 The Supplier shall provide the Services in line with the National Institute for Health and Clinical Excellence (NICE) Guidelines for Post-Traumatic Stress Disorder (2018).
- 12.5 The Supplier shall provide users with access to designated telephone support within two (2) hours of the Services being invoked.
- 12.6 The Supplier shall make available, when requested by the Buyer, relevant Supplier Staff on site at the Buyer's premises or other specified location within forty-eight (48) hours (or as otherwise defined by the Buyer per occasion) on notification of the request for trauma and critical incident Services to provide the user with debriefing and/or counselling Services.
- 12.7 The Supplier shall provide UK wide coverage, including for remote locations. International/overseas support shall be limited to telephone/virtual support.
- 12.8 The Supplier shall provide Services which include, but is not limited to, support for:

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- Users involved in or witnessing serious and untoward incidents at work; this may include, for example violence, witnessing extreme self-harm, deaths in custody by suicide, verbal abuse and threatening behaviour or being subject to an official investigation following a complaint or critical incident;
- Users who have been exposed to a traumatic incident of national interest;
- Users who have been carrying out or supporting the emergency services in trauma and/or critical incidents;
- Users who have chronic exposure to distressing material - child exploitation, people trafficking, modern slavery, domestic abuse and dealing with vulnerable people in challenging environments;
- Groups of or individual users when more than one user has been involved in or witnessed a violent incident, fire or major accident or fatality; and
- Users within a team or location where a team member has taken their own life.

12.9 The Supplier shall provide trauma and critical incident support which shall include, but not be limited to the following:

- Individual counselling;
- Group support for users;
- Counselling assessment and recommendation reports for further Services;
- Assistance in accessing local resource networks for support and advice and/or updates of the situation;
- Managing follow up support for users;
- Appropriate information and guidance for managers supporting affected users;
- Running trauma and/or critical incident debriefing sessions for groups of users affected by such incidents; and
- Providing therapeutic interventions for example, EMDR, where appropriate and agreed to by the Buyer.

12.10 The Supplier shall provide a post-critical incident report to the Buyer detailing the support delivered, outcomes, details of any follow up action, including facilitated referrals to NHS or other sources of support.

### 13. Consultancy and clinical supervision

13.1 The Supplier shall provide consultancy and clinical supervision Services delivered by Supplier Staff with specialist knowledge, where requested by the Buyer in order to build a preventative, proactive approach to health and wellbeing. This should align to current agreed clinical best practice. This will

include but not be limited to:

- Advice to Mental Health First Aiders/Advocates, Mental Health Networks, employee led networks or support groups;
- Provision of project managers to support specific projects and co-ordinate defined research activities;
- Quality assurance of the Buyer's HR policies, processes, products and materials;
- A programme of regular clinical supervision for users, as confirmed by the Buyer, who are in specific "at risk roles"; and
- The provision of suitably qualified, skilled or experienced Supplier Staff to attend an employment tribunal to provide support or to act as a witness where requested by the Buyer.

#### **14. Education, Support and Training**

- 14.1 The Supplier shall provide a programme of up to date and innovative education, support and training to the Buyer, which reflects and/or includes health and wellbeing, mental health, musculoskeletal, healthy lifestyle and organisational priorities.
- 14.2 The programme shall be aimed at the prevention of mental/physical ill health, and be highly proactive to positively encourage behaviour change.
- 14.3 The programme shall coincide with national and local health and wellbeing campaigns and shall be aimed at the prevention of mental / physical ill health and encourage employee behaviour change.
- 14.4 The Supplier shall ensure policy changes and such material, provided by the Buyer, shall be included in a relevant programme.
- 14.5 The Supplier shall ensure that education, support and training is also available and suitable for the audience.
- 14.6 The Supplier shall embed and update programme materials regularly within their Employee Assistance Programme online portal and mobile applications.
- 14.7 The Supplier shall seek feedback on the quality of training and education content delivery to ensure continuous improvement of materials and delivery. The Supplier shall share evaluation feedback with the Buyer.

#### **15. Publicity and Promotion of the Service**

- 15.1 The Supplier shall work with the Buyer to agree a series of on-going publicity and general promotional material and initiatives throughout the term of the Call-Off Contract to highlight awareness of the Services and encourage uptake and use of the Services by personnel.
- 15.2 For general promotion of the Services, which does not require on-site seminars or conference style delivery, the Buyer shall not be charged for such Services. Any material shall be agreed in advance with the Buyer, and

may contain organisation branding if agreed.

- 15.3 The Supplier shall be required to market and promote the programme and provide unlimited promotional material, at no additional cost, to the Buyer. The Buyer shall agree any material in advance.
- 15.4 The Supplier shall provide a range of marketing tools designed to appeal to all groups of employees/workers. This shall include information for new employees, guidance on how to use the Employee Assistance Programme Portal, the features that are available and how to access the Service, including the App if available to users.
- 15.5 The Supplier shall conduct site visits to the Buyer's office locations in order to promote the services in accordance with industry practice (if requested to do so by the Buyer). The Supplier may also be required to attend promotional events and road shows on request.

## **16. Bullying and Harassment Support**

- 16.1 The Supplier shall provide advice and support on bullying and harassment via the standard telephone advice lines.
- 16.2 The Supplier shall provide support and advice to users experiencing bullying and harassment in the workplace, including those involved in formal action. Where the Buyer has an in-house policy, the Supplier shall provide any advice in-line with the policy. Specific materials to support these Services such as leaflets and posters may be provided to the Buyer to distribute accordingly.
- 16.3 The Supplier shall provide a listening Service for users, and the Supplier shall signpost users to internal Buyers' support mechanisms, personnel and policy/procedural for further advice and guidance. The Supplier shall not give advice on the individual Buyer's policies and procedures.
- 16.4 The Supplier shall provide the Buyer with a written recommendation for additional counselling Services where the user requires additional counselling but they have already received the maximum number of counselling sessions for an unrelated reason.
- 16.5 The Supplier shall provide no additional counselling Services unless approved in writing by the Buyer.
- 16.6 The Supplier shall not act as an advocate for any user in grievance cases connected with harassment and bullying.

## **17. Whistleblowing Service**

- 17.1 The Supplier shall provide advice and support on whistleblowing via the standard telephone advice lines.
- 17.2 The Supplier shall ensure that they obtain copies and comply with the Buyer's whistleblowing policies and procedures and contact details of appointed teams.
- 17.3 The Supplier Staff shall take all relevant details of whistleblowing incidents



reported to assist the Buyer's appointed teams with further investigation of the incident by:

- Recording full details of each whistleblowing incident in accordance with the Buyer's whistleblowing policies to assist Buyer's appointed teams with further investigation of the incident;
- Report the call to the Buyer within one (1) working day of the incident being reported; and
- Direct users to the internal designated Buyer's team for further advice and guidance where appropriate.

## **18. Mediation**

- 18.1 The Supplier shall provide independent mediation Services upon the request of the Buyer. Where the Buyer has an in-house mediation service, the Supplier shall first direct users to these services.
- 18.2 The Supplier shall agree with the Buyer the number of mediation sessions to be offered for each mediation case and the premises where the mediation Services will take place.
- 18.3 Any agreement reached in mediation shall be documented by the Supplier and agreed by all parties.
- 18.4 The Supplier shall provide mediation Services Monday – Friday between 08:00 and 18:00, unless otherwise agreed in advance with the Buyer.

## **19. Coaching Services**

- 19.1 The Supplier shall be able offer individual and group Coaching Services to the Buyer on specific areas of concern or organisational issues, if this Service is required by the Buyer.

## **20. Therapeutic Interventions**

- 20.1 The Supplier shall be able to offer therapeutic interventions if required to by the Buyer, which may be required due to the high risk and traumatic nature of some job roles.
- 20.2 The Supplier shall carry out an initial psychological assessment of the user within forty eight (48) hours of referral to provide the most clinically appropriate therapeutic intervention.
- 20.3 The Supplier shall be able to provide the following therapies:
- Cognitive Behavioural Therapy (CBT);
  - Trauma Focussed CBT;
  - Eye Movement Desensitization and Reprocessing (EMDR); and
  - Other approved and appropriate specialist interventions.
- 20.4 The Supplier shall:

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- Arrange the first counselling session appointment within forty eight (48) hours of agreeing that a therapeutic intervention is an appropriate form of treatment;
  - Ensure the first session of the therapeutic intervention takes place within five (5) days of referral;
  - Provide a fast-track referral option where circumstances require a therapeutic intervention session in advance of the standard appointment window. A fast track referral appointment shall take place within two (2) days of first referral;
  - Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;
  - Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards;
  - Provide immediate telephone counselling support and/or forward Buyer's Personnel immediately to emergency NHS Primary Care/A&E where a user is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm; and
  - Provide the first face-to-face therapeutic intervention session for urgent cases within twenty-four (24) hours of first contact.
- 20.5 Where such therapeutic intervention Services are recommended by the Supplier for a user the maximum number of sessions shall be agreed and approved between the Supplier and Buyer prior to commencement.
- 20.6 The Supplier shall ensure that they have access to a comprehensive UK wide network of counsellors available to deliver these Services.
- 20.7 The Supplier shall ensure that premises are appropriate, safe and offer adequate levels of privacy to users, if they provide face-to-face therapeutic intervention away from the user's normal place of work.
- 20.8 The Supplier shall provide appointments within a reasonable travelling distance of the user's home, but no more than one hour's travelling distance by public transport, from the user's home office location.
- 20.9 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to users who are disabled, including disabled parking.
- 20.10 The Supplier shall ensure that all face-to-face appointments shall meet the user's wishes with regards to counsellors of the same gender and if possible race and religion.
- 20.11 The Supplier shall provide a fully accessible secure online therapeutic intervention Service. The Supplier shall ensure that users who are posted overseas can also access the Service (as agreed with the Buyer), though

no face-to-face sessions shall be organised.

20.12 The Supplier shall facilitate a referral to NHS / specialist organisations outside any contracted Services to users requiring prolonged counselling or psychotherapy. The Buyer shall not meet the costs resulting from these referrals. The Supplier's Staff shall not offer the Buyer's Personnel private counselling or therapy.

20.13 The Supplier shall ensure that all face-to-face appointments shall meet the user's wishes with regards to counsellors of the same gender and if possible race and religion.

## **21. Structured Professional Support**

21.1 The Supplier shall be able to offer Structured Professional Support if this Service is requested by the Buyer. This support will take the form of individual and group sessions.

21.2 The Supplier shall focus the sessions on enabling the development of healthy coping strategies for the Buyer's personnel to manage stress and mitigate the professional impact of the working environment.

21.3 The Buyer shall agree with the Supplier the aims and objectives of the sessions and the authorisation process for booking sessions, the numbers of sessions to be delivered and the timeline of support for users.

21.4 The One to One sessions shall:

- last up to 1 hour at a time and be delivered at the user's place of work;
- be delivered by a qualified professional who will understand the user's role and their organisation;
- be confidential and focus on work related issues and the emotional effect on the user and cover areas of impact, for example, wellness, fatigue and burn out and the pressures of working in a stressful or traumatic environment;
- provide feedback on coping and resilience strategies for the user;
- not cover personal issues, however should they be raised by the user signposting will be provided to other services; and
- be evaluated by the user and the anonymised feedback will be provided to the Buyer.

21.5 The Group sessions shall:

- be with a group of users in their workplace. The maximum number shall be agreed with the Buyer.
- last up to at least 2 hours for smaller groups or up to at least 3 hours for larger groups. Timings shall be agreed with the Buyer.
- be delivered by a qualified professional who will understand the users' roles and the organisation;

- be confidential and may be based on a theme provided by the users' line manager(s), organisation or the users; and/or based on an anonymised case/scenario
- cover areas of impact on the users' work such as: wellness, fatigue and burn out; pressures of working in a stressful or traumatic environment;
- provide feedback to the group on coping and resilience strategies for the users;
- not cover personal issues, however should they be raised by a user they will be signposted to other services;
- be evaluated by the user and the anonymised feedback will be provided to the Buyer.

21.6 The Supplier shall agree outcome measures with the Buyer but may include, and shall not be limited to,

- Users will recognise and validate the impact of their work on them;
- Users will understand the triggers that evoke difficult emotional responses;
- Users will be able to identify strategies to manage these triggers;
- Users will understand and identify factors in their work which have the potential to deplete their resilience;
- Users will be able to recognise the importance of building resilience to work effectively; and
- Users will be able to effectively implement strategies to build resilience.

## **22. Interactive Health Kiosks**

- 22.1 The Supplier shall be able to deliver, install and maintain interactive health kiosks with 3G/4G connectivity, on the Buyer's premises if this Service is requested by the Buyer.
- 22.2 The interactive health kiosks shall enable users to take an immediate and confidential snapshot of their health and provide a mechanism to track and monitor changes between tests.
- 22.3 The interactive health kiosks shall also signpost users to further sources of support and inform them if they should contact a health professional. The interactive health kiosks shall enable users to test, at a minimum, blood pressure, body mass index (BMI), weight and heart rate.
- 22.4 The Supplier shall provide the Buyer with anonymised monthly management information from the interactive health kiosks about the numbers of users who have used the kiosks, the specific Services used and trends of results that the Buyer can use to inform health and wellbeing promotion planning.

- 22.5 The Supplier shall be responsible for the delivery, installation, training, relocation, maintenance and repair cover of the interactive health kiosks.

### **23. Additional Services (optional)**

- 23.1 The Supplier shall, on request, deliver additional mindfulness/well-being services to the Buyer for day to day use by their personnel such as, but not limited to, additional mobile applications. Such services should be separate preventative services and any individual assessments or treatment should be delivered under the mandatory requirement. The additional services may signpost to the core Employee Assistance Programme where need for additional support such as counselling services are identified by algorithms/use within the application.
- 23.2 The additional services should not merely duplicate the core services. These mobile applications or online services should not rely on Supplier Staff to be used (other than for maintenance, resolving technical issues and uploading content). The Buyer's personnel should be able to use digital services such as mobile applications independently 24 hours of the day, 7 days of the week.

### **24. Premises**

- 24.1 The Supplier shall ensure when delivering Services on the Buyer's premises that the accommodation is suitable for the Services, and that the Supplier has requested access to the premises in advance to allow the Buyer to provide security clearance and passes.
- 24.2 The Supplier shall agree with the Buyer any equipment required for the delivery of on-site Services. Where the Supplier shall be responsible for the provision of such equipment, the Supplier shall provide the Buyer with all requirements of the premises in order that the equipment can be correctly installed and maintained.
- 24.3 The Supplier shall provide mobile units and all necessary equipment and Supplier Staff where the Services are required to be delivered from such facilities.
- 24.4 The Supplier shall ensure that face-to-face Services, which are required away from the user's normal place of work, are conducted on premises that are appropriate, safe and offer adequate levels of privacy for users. The Supplier shall ensure that these appointments take place in suitable UK premises (which the Supplier within a reasonable travelling distance of the user's home, but no more than one hour's travelling distance by public transport, from the user's office location).
- 24.5 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to disabled users, including disabled parking.

### **25. Strategy, Policy and Guidance**

- 25.1 The Supplier shall provide policy and strategy advice to the Buyer. This shall include analysis of internal policies and sharing best practice from

across employment sectors.

- 25.2 The Supplier shall work with the Buyer to understand any new policy changes, which may impact on Service delivery.
- 25.3 The Supplier shall identify Service trends and shall develop mitigation strategies and/or solutions in conjunction with Buyers and the information be provided in a format to be agreed by the Buyer. Examples of areas which could be included are:
- Referrals increase due to a specific problem identified;
  - Service usage patterns indicate the need for further investigation;
  - Issues of bullying/intimidation or career/job related stress increase in a specific Buyer's location;
  - There is a lack of referrals / Buyer Personnel contact from a Buyer's geographical area or business unit; and
  - Patterns/or concerns of presenteeism (the extent to which Users work when sick, or feel obliged to work when sick) arise in particular parts of the Buyer's organisation.
  - The Supplier shall propose changes and/or modifications to the Services in order that the Services address specific trends and/or issues, including a time plan for implementation and shall work with the Buyer to implement agreed modifications.

## Standards and Supplier Staff

### **26. Diversity and Inclusion**

- 26.1 The Supplier shall ensure Services comply with all discrimination legislation, including the Equality Act 2010.
- 26.2 The Supplier shall ensure Supplier Staff are trained in such legislation as required in the provision of the Services. The delivery of Services shall be accessible to the range of users, and shall include as a minimum:
- Provision of written reports in alternative formats, at no additional cost, where required or upon request of the user or line manager;
  - Provision of telephone services to support users with hearing or speech difficulties, at no additional cost;
  - Services for users whose first language is not English and who may request or require language support, at no additional cost;
  - Access to Supplier premises for face-to-face appointments shall be disability friendly, where required to be so. Where this is not possible, alternative arrangements shall be made in advance of any appointments; and

- Provision of disabled parking at Supplier premises, where required.

26.3 The Services shall be fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations to ensure that all staff have equal access to the Services. Further information is available at:

<https://gds.blog.gov.uk/2018/09/24/how-were-helping-public-sector-websites-meet-accessibility-requirements/>

## **27. Supplier Accreditation**

27.1 The Supplier shall be accredited by the British Association for Counselling and Psychotherapy (BACP).

27.2 In addition to a BACP accreditation, the Supplier and Supplier Staff shall hold accreditation from one or more of the following recognised bodies:

- British Psychological Society;
- British Confederation of Psychotherapists;
- British Association for Behavioural and Cognitive Therapies (BABCP);
- UK Council for Psychotherapy (UKCP);
- Health and Care Professionals Council (HCPC);
- Nursing and Midwifery Council (NMC);
- General Medical Council (GMC); and
- COSCA (Counselling & Psychotherapy in Scotland).

## **28. Supplier Staff and Qualifications**

28.1 The Supplier shall ensure that all Supplier Staff (including any sub-contractors' personnel) assigned to the Buyer's Call-Off Contract shall be suitably experienced, skilled and/or qualified to deliver the Services for which they are employed and their nominated role on the Call-Off Contract. The telephone support Service shall be staffed by:

- qualified professionals in a range of counselling services

28.2 The Supplier shall ensure all Supplier Staff who provide the counselling Services shall:

- Have a Diploma in Counselling or equivalent;
- Comply with the BACP Ethical framework for good practice in Counselling and Psychotherapy 2012;
- Have experience of delivering short term counselling;
- Have 450 hours of counselling experience post qualification;
- Undertake regular supervision by a qualified counselling supervisor in line with BACP guidelines;

- Hold membership or accreditation with one or more of the registered bodies listed in heading 27.2; and
- Ensure therapists delivering therapeutic Services meet the minimum level of relevant qualifications and experience required for membership of their appropriate professional bodies (The British Association for Behavioural and Cognitive Psychotherapies, EMDR UK & Ireland Association and the British Association for Counselling and Psychotherapy).

The Supplier shall ensure that Supplier Staff who provide mediation Services comply with the standards and ethics of the Civil Mediation Council (CMC) and shall have an accredited mediation qualification.

- 28.3 The Supplier shall ensure that the Supplier Staff understand the Buyer's remit/objectives and culture to understand the Buyer's business/organisation and job roles.

## **29. Patient Confidentiality and Anonymity**

- 29.1 The Supplier shall ensure that Supplier Staff are aware of the following:

- Factual, contemporaneous and legible medical records shall be maintained for all users using the Services; and
- Reports produced on users can be disclosed to relevant personnel on request in accordance with the General Data Protection Regulation 2018.

- 29.2 The Supplier shall ensure Supplier Staff are trained in all applicable law relating to patient confidentiality and the Supplier shall provide evidence of such training on request to the Buyer.

## **30. Training**

- 30.1 The Supplier shall ensure that all Supplier Staff undertake Continuing Professional Development (CPD).

- 30.2 The Supplier shall ensure all Supplier Staff who provide Services shall:

- Be appropriately trained in the Buyer's processes and policies as provided by the Buyer;
- Be trained in the Supplier's processes, procedures and policies, including those which have been agreed between the Supplier and the Buyer;
- Be trained in the counselling and advice Services that are offered and/or available and have access to a database of such Services so that the Buyer's personnel/users who use the Services can be triaged appropriately and signposted to the relevant Services; and
- Undergo, at a minimum, annual training, which shall include training on any changes to the above and refresher training.

- 30.3 The Supplier shall keep a record of such training and provide evidence of



training and/or qualifications on the request of the Buyer.

### **31. Personnel Security and Vetting**

- 31.1 The Supplier Staff shall be subject to pre-employment checks in accordance with HMG Baseline Personnel Security Standard (BPSS) Further details and the full requirements of the BPSS can be found at the Gov.UK website at:

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

- 31.2 The Supplier shall ensure that all Supplier Staff, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate.

### **32. HMRC/Tax Compliance**

- 32.1 All Services must comply with Her Majesty's Revenue and Customs Employment Income Manual EIM21845 and EIM20504.

## **System and Data Security**

### **33. System/Information Security Standards**

- 33.1 The Supplier shall deliver the service in accordance with the HMG Security Policy Framework.  
<https://www.gov.uk/government/publications/security-policy-framework> The Supplier shall have a Cyber Essentials Scheme Basic Certificate or equivalent. Cyber Essential Scheme requirements can be located at:  
<https://www.ncsc.gov.uk/cyberessentials/overview>
- 33.3 The Supplier shall ensure that Buyers' information and Data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and Data is transmitted across all applicable networks and/or in line with the Buyers' requirements.
- 33.4 The Supplier shall, where required, have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE and/or in line with the Buyers' requirements.
- 33.5 The Supplier shall ensure that any suspected or actual security breaches are reported to the Buyer's representative immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Buyer.
- 33.6 In the event of an actual breach, the Supplier shall provide its plan for

managing and mitigating impact and preventing recurrence.

33.7 The Supplier shall comply with all relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.

33.8 The Supplier shall undertake regular system penetration testing and ensure any potential security vulnerabilities are addressed to ensure the security and integrity of the systems.

33.9 In addition, the Buyer may require the Supplier to undertake Check Assurance with a National Cyber Security Centre (NCSC) approved provider. Further information on NCSC penetration testing can be found at:

<https://www.ncsc.gov.uk/information/using-check-provider>

<https://www.ncsc.gov.uk/guidance/penetration-testing>

#### **34. Data Protection**

34.1 The Supplier's systems must be robust to securely hold any Buyer information (including Personal Data) entered into them and to prevent unauthorised access and conform with prevailing Data Protection legislation and other relevant industry security standards. Our preference is for Personal Data not to be transferred outside the UK where possible; however, our data protection team will manage proposals for data transfers elsewhere. The Supplier should also have robust procedures for data handling and processing to prevent unauthorised disclosure or misuse, conforming with prevailing Data Protection legislation and other relevant industry standards.

#### **35. System/Online Portal Compliance**

35.1 The Supplier shall provide web access to its system/portal and the Government Web Content Accessibility Guidelines (WCAG 2.1 AA) must be adhered to - <https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag>.

There shall be no integration with the Buyer's systems.

35.2 The MHRA branded portal shall be made available to users twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year/three hundred and sixty six (366) days for a leap year. This should be accessible through all Internet browsers, and from both work and personal devices (PCs, tablets, and/or mobile devices).

35.3 The Supplier shall have a planned maintenance and system upgrade programme which should be notified to the Buyer's contacts. A message must be placed on the online portal at least 2 (two) weeks in advance of the action taking place, which will remain visible on the portal throughout the 2 (two) week period to users.

35.4 The Supplier should have in place Disaster Recovery processes to ensure that any data/system loss due to a major unplanned event is within the limit set in the Recovery Point Objective (RPO) - the point to which information

used by an activity must be restored to enable the activity to operate on resumption.

- 35.5 The portal should be user-friendly, with ease of navigation and signposting across the site to access relevant advice and support.
- 35.6 The Supplier shall provide a system helpdesk function to deal with user queries in the core working hours of 09.00 to 17.00 as a minimum; this should include telephone support, but also a chat function.

## Service Implementation

### **36. Service Implementation**

- 36.1 The Supplier shall appoint a suitably skilled and experienced implementation team with a named implementation manager to deliver the implementation plan.
- 36.2 The Supplier shall provide implementation support for the Buyer, which shall include as a minimum, but not be limited to:
- Drafting a detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities and dependencies;
  - Work with the Buyer to set up systems and processes to support the delivery of the Services;
  - Work with the Buyer to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Staff;
  - A communications strategy to ensure the Buyer is kept informed at key stages during the transition of Services;
  - Work with the incumbent Supplier to ensure a seamless transfer and continuity of Services, as required;
  - Work with the Buyer to communicate the new Contract/Services and provide relevant communication materials, at no cost to the Buyer.
- 36.3 The Supplier shall provide the Buyer with a process flow and description of how appropriate Services are managed, from the point of contact through to case management and resolution as part of their implementation plan.
- 36.4 A virtual inception/implementation meeting shall be convened to kick-off the Call-Off Contract.

## Call-Off Contract Management, Performance and Quality

### **37. Account/Contract Management**

- 37.1 The Supplier shall nominate an Account Manager for the Buyer, providing name and contact details, to ensure that the requirements of the Call-Off Contract are met. The Account Manager shall have relevant industry experience and sufficient capacity and have experience of managing contracts of a similar size and complexity.
- 37.2 The Account Manager shall be the main point of contact and take responsibility for project/Contract oversight and handling of any escalation of issues/complaints. This Manager shall be considered Key Staff and all reasonable endeavours should be made to ensure continuity throughout the Call-Off Contract Period.
- 37.3 The Account Manager and their team (and assigned Supplier Staff) will need to develop an understanding of the Buyer's business, vision/culture and ways of working.
- 37.4 The Supplier shall have measures in place to ensure any periods of annual leave or any unplanned absence are covered.
- 37.5 The Account Manager shall hold quarterly operational service management review meetings with the Buyer face-to-face or virtually (to be agreed). The content of these meetings shall include:
- i. performance Monitoring reporting in accordance with Call-Off Schedule 14 (including reasons for any non-performance and any remedial action);
  - ii. portal maintenance, upgrades, updates and downtime;
  - iii. details of all complaints including nature of complaint, action taken and timescale;
  - iv. promotion activities undertaken and planned;
  - v. external market trends, including analysis of how the Buyer could benefit from such trends, including a cost analysis of any such changes; and
  - vi. proposed improvements to Services, including but not limited to, technology changes, reducing DNAs, administrative changes, Charges and new ways of working. Such proposals shall include an impact assessment of such changes.

Additional areas can also be reviewed. Ad hoc catch-up meetings may also be convened, as required.

- 37.6 The Supplier shall provide the Buyer with a communication plan and relevant communication materials, at no cost to the Buyer.
- 37.7 The Account Manager shall escalate any issues that cannot be resolved to a Director and if still no resolution, the issue/matter shall be forwarded to

the relevant Framework Manager (as appropriate) to assist the Parties to resolve.

### **38. Service Levels and Service Credits**

38.1 The Supplier and Buyer shall agree Service Levels, Service Credits and Performance Monitoring details.

### **39. Clinical Governance and Performance Monitoring**

39.1 The Supplier shall conduct an annual Service review in respect of each Contract Year. The Service review shall be supported by a report that provides details of the methodology, the sampling techniques, any issues identified and remedial action to be taken. The results shall be shared with the Buyer.

39.2 The Supplier shall include the following in the review:

- The Supplier Staff levels are being maintained and monitored to cope with Service demands and that a Supplier Staff resource planning process is regularly reviewed and maintained;
- All clinical policies and procedures are being monitored and followed;
- The Supplier Staff are professionally accredited in order to provide the Services;
- The Supplier Staff professional qualification accreditation is monitored and maintained at organisational level; and
- A complaints process is effectively monitored and maintained by sampling 10% of complaints and reviewing that all processes are followed and appropriate records maintained.

39.3 The Supplier shall work with the relevant Buyer to track and report on any remedial actions identified and the Parties agree that they shall bear their own respective costs and expenses incurred in respect thereof.

### **40. Measuring Service Impact and Outcomes**

40.1 The Supplier shall use recognised methodologies, where available and agreed in advance with the Buyer, to measure the Services at least twice in each Contract Year. The Supplier shall include, at a minimum, an assessment of the impact of the Services on:

- Users' perception of their own health and wellbeing;
- Users' perception of their own stress and anxiety levels;
- Users' perception of their own levels of resilience; and
- Users' perception of presenteesism (the extent personnel work when sick or feel obliged to work when sick) and productivity.

40.2 The Supplier shall agree the forms of clinical measures to monitor the effectiveness of the Services, in advance with the Buyer and they may

include, but not be limited to:

- General Health Questionnaire (GHQ) (versions 12,28,30 & 60) to detect the presence of and/or assess the severity of psychiatric disorders;
- Patient Health Questionnaire (PHQ-9) generally used to monitor the severity of depression symptoms;
- General Anxiety Disorder (GAD7) self-administered questionnaire used to determine presence and severity of generalised anxiety disorder; and
- Work and Social Adjustment Scale (WSAS)

40.3 The Supplier shall undertake satisfaction surveys of the Services and shall aim to get a 50% response from users. The Supplier shall design the content of satisfaction surveys (covering all aspects of the Services) and agree in advance with the Buyer, including specified measures to be achieved.

40.4 The Supplier shall design and provide such surveys to the Buyer upon request and at no additional charge. The Supplier shall provide the Buyer with survey results, including recommendations for Service improvements, identifying changes to Services where users' satisfaction has not met agreed targeted results.

#### **41. Complaints Process**

41.1 The Supplier shall be responsible for ensuring Buyer satisfaction is maintained for the duration of the Call-Off Contract and work collaboratively with the Buyer to resolve issues, which may affect satisfaction.

41.2 The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints or problems initiated by the Authority, Buyer, and their employees/personnel. The procedure shall allow for the identification and tracking of individual complaints from initiation to resolution. Types of complaints that shall be supported in this way include, but are not limited to:

- Users' complaints relating to delays in booking appointments of Services;
- Users' complaints relating to the availability of receiving the Services;
- Users' complaints relating to any sharing of patient Data;
- Users' complaints in relation to the quality of Services received;
- Users' complaints in relation to Services not meeting the specific needs of individuals e.g. facilities for disabled Users;
- Buyer's complaints relating to failure to meet agreed Service Levels; and

- Buyer's complaints in relation to invoicing and billing.

41.3 The Supplier shall acknowledge complaints made by users whether verbal, formal or informal and written within one (1) day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint shall be made by the Supplier to the Buyer at intervals of five (5) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.

41.4 The Supplier shall provide the Buyer with one consolidated report (per month) for the duration of this Framework Agreement capturing all customer complaints detailed by the Buyer. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the Services and lessons learnt.

41.5 The Supplier shall provide the Buyer with a copy of the Supplier's documented complaints process.

## **42. Buyer's Management Information (MI)**

42.1 The Supplier shall provide the following Monthly management information, to the Buyer, which shall also include a demographic (gender, ethnicity, age and disability) breakdown of Service usage – the Buyer may request some tailoring of the reporting to optimise management:

### General:

- Monthly and cumulative Contract Year to date Charges for the Services, including any pass through or additionally agreed Charges;
- Consolidated customer complaints report;
- Performance against agreed SLA's;
- Results of customer satisfaction surveys;
- Continuous improvement report; and
- Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.

### Online Portal and Telephone Services:

- Analysis of hits to online portal, including sub-site breakdown information;
- Number of calls received to the telephone advice Service desks;
- Number of telephone calls requiring call-back;
- Number of telephone calls abandoned;
- Number of immediate high risk or red flag cases

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- Number of cases assessed as medium to high risk;
- Number of low risk cases;
- Analysis of problem source by work, home and/or both;
- Number of users signposted to external organisations;

### Digital, Live Chat, Apps usage

- Number of hits on the App;
- The number of users that received or are progressing through Live Chat counselling;
- Analysis of problem source by work, home and/or both

### Counselling and Other Services:

- The number of users that received or are progressing through telephone based counselling;
- The number of users that received or are progressing through face to face counselling;
- The number of users that received or are progressing through therapeutic support;
- The number of telephone counselling sessions delivered
- The number of face to face counselling sessions delivered
- The number of therapeutic support sessions delivered
- The average number of counselling sessions delivered per user
- Analysis of problem source by work, home and/or both;
- Analysis of users who failed to attend booked counselling sessions;
- Average number of counselling sessions per Service received and resultant trends;
- Number of additional counselling sessions delivered;
- The number of users outlining work related stress as a primary reason for contact;
- A breakdown of cases using the HSE Management Standards (sources of stress at work) – demands; control; relationships; role; and change;
- The number of mediation cases undertaken and in progress, including outcomes;
- The number of Health Kiosk users by location of kiosk;
- Anonymised health Kiosk trend results that the Buyer can use to inform health and wellbeing promotion planning;



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- The number of users who have used telephone support through the trauma and critical incident Service; and
- Number of planned and executed Employee Assistance Programme workshops/training programmes/seminars, listed by organisation.

(NB – some of the Services may be optional - only if required).

- 42.2 The Supplier shall provide the management information in an Excel format as well as a PDF. Management Information should evolve to meet the Buyer's requirements and to reflect any changes during the lifetime of the Call-Off Contract, and should verify that the Services are being delivered to the required standard and offer value for money.
- 42.3 The Supplier shall ensure users' anonymity and confidentiality in the delivery and content of all management information.
- 42.4 The Supplier shall provide management information broken down as specified by the Buyer, but at a minimum this shall be at organisation, agency and business unit level and by geographical location.
- 42.5 The Buyer may request a reasonable number of ad-hoc management information reports be supplied in a timely manner; these may include reports to assist with responding to Parliamentary Questions and/or Freedom of Information requests. The Supplier shall provide such management information reports at no additional Charge.
- 42.6 The Buyer shall also advise the Supplier of any planned programmes of work, which may have an impact on the usage of the Services, such as major transformation programmes.

### **43. Buyer's Monthly Utilisation Data**

- 43.1 To assist the Buyer in understanding usage and awareness levels of the Employee Assistance Programme in the organisation, the Supplier shall provide the following monthly utilisation data, expressed as a percentage:
- Total Activity Use Rate – this should include all of the contact events and services provided by the Supplier, including for example all calls, website hits, counselling sessions, attendees at workshops and legal/financial advice.
  - Clinical Case Use Rate - this should include the number of Users who received a clinical assessment and have one or more counselling sessions from the Supplier during the reporting period.

### **44. Business Continuity**

- 44.1 The Supplier shall hold and operate an up-to-date and robust business continuity and disaster recovery plan(s).
- 44.2 The Supplier shall work with other relevant Buyer's contracted Suppliers (as appropriate) to deliver a seamless and joined up approach across the

Service.

#### **45. Quality Management**

- 45.1 The Supplier shall deliver all Requirements with due care and skill, assuring quality is embedded in the delivery to ensure the required outcomes and Buyer expectations are met.
- 45.2 The Supplier shall be expected to work to an agreed Service Level Agreement, which should include timelines for the various Services.
- 45.3 The Supplier shall maintain robust quality management systems and processes equivalent to quality certification ISO 9001 and may also hold this accreditation.

# 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 does not 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:
- (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
  - (b) create new Call-Off Schedules;
  - (c) exclude optional template Call-Off Schedules; and/or
  - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
- (a) is a separate Contract from the Framework Contract;
  - (b) is between a Supplier and a Buyer;
  - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
  - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 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.

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2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or
- (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not 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:

- (a) 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);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) 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.

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.0

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- 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 do not conform with Clause 3. If the Supplier does not 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.

Framework Ref: RM6182

Project Version: v1.0

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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:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) 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:

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

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

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

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

4.9 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, then

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CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are 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:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) 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:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and
- (c) in accordance with GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

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- (a) allow the Relevant Authority or 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; and
  - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - (a) tell the Relevant Authority and give reasons;
  - (b) propose corrective action; and
  - (c) provide a deadline for completing the corrective action.
- 6.7 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:
  - (a) the methodology of the review;
  - (b) the sampling techniques applied;
  - (c) details of any issues; and
  - (d) any remedial action taken.
- 6.8 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:
  - (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and the Security Policy; and
  - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not 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.

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- 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:
- (a) it has full capacity and authority to enter into and to perform each Contract;
  - (b) each Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
  - (d) 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;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
  - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
  - (g) it is not impacted by an Insolvency Event; and
  - (h) 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:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
  - (b) 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 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 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.

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- 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:
- (a) receive and use the Deliverables; and
  - (b) 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:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## **10. Ending the Contract or any subcontract**

### **10.1 Contract Period**

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

10.1.2 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.

### **10.2 Ending the Contract without a reason**

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

### **10.3 Rectification plan process**

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

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

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) 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.

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

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

### **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:

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- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) 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; or
- (j) 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 any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

### **10.5 When the supplier can end the Contract**

10.5.1 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 What happens if the Contract ends**

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop

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immediately.

- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) 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).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) 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.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

### **10.7 Partially ending and suspending the Contract**

10.7.1 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.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to

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terminate all or part of it.

10.7.3 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.

10.7.4 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.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

### **10.8 When subcontracts can be ended**

10.8.1 At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (a) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (b) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

### **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 £1,000,000.

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:

- (a) any indirect Losses; or

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- (b) 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:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) 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(b), 9.5, 31.3 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:

- (b) Deductions; and
- (c) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **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 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against 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.

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- 12.3 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**

- 13.1 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:
- (a) 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; and/or
  - (b) 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:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;

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- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) 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; and
- (e) 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:**

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 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: to In spite of Clause Each Party must:, CCS or the Buyer may disclose Confidential Information in any of the following cases: or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) 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:**

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) 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 In spite of Clause Each Party must:, the Supplier may disclose Confidential Information**

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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 In spite of Clause Each Party must:, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) 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;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) 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 five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) 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 in its absolute discretion.

## **17. Invalid parts of the Contract**

- 17.1 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 is valid or enforceable.

## **18. No other terms apply**

- 18.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## **19. Other people's rights in a Contract**

- 19.1 No third parties may use the Contracts (Rights of Third Parties) Act 1999 (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:
- (a) provides a Force Majeure Notice to the other Party; and
  - (b) 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.

## **21. Relationships created by the Contract**

- 21.1 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**

- 22.1 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, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

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- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government 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:
- (a) their name;
  - (b) the scope of their appointment; and
  - (c) the duration of their appointment.

## **24. Changing the Contract**

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
  - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
  - (b) 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; or
  - (c) 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.

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- 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:
- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
  - (b) 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.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

## **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 are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending 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:

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Model Version: v3.0

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- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - (b) 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 can not 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 does not 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:
  - (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - (b) 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:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) 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:

- (a) 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;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) 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

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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:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) 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;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) 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 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) 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:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) 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.

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### **29. Health and safety**

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) 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 are 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:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) 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:

- (a) 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; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social



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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:

- (a) 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;
- (b) 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;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) 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:

- (a) Law;
- (b) Clause 12.1; or
- (c) 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:

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) 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**

35.1 This Contract and any Disputes arising out of, or connected to it, are governed by English law.