 

Call-Off Contract

Letter of Appointment

Call-Off Schedules

Joint Schedules

Campaign Solutions 2

Reference Number

CCIT24A12

# Letter of Appointment and Call-Off Schedules (Framework Schedule 6)

## Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract **CCIT24A12 The Provision of Support for the Delivery of Marketing Campaigns** between CCS and the Agency, dated **4th December 2024.**

Capitalised terms and expressions used in this letter have the same meanings as in the CallOff Incorporated Terms unless the context otherwise requires.

Bespoke briefing templates for Lots 3 and 4 are available upon request from these agencies.

CALL-OFF LOT(S):

|  |  |
| --- | --- |
| **Order Number:**  | CCIT24A12 |
| **From:**  | REDACTED TEXT under FOIA Section 40, Personal Information |
| **To:**  | REDACTED TEXT under FOIA Section 40, Personal Information |

|  |  |
| --- | --- |
| **Call-Off Start Date:**  | **6th January 2025**  |
| **Call-Off Expiry Date:**  | **5th January 2026**  |
| **Call-Off Initial Period:**  | Twelve (12) months  |
| **Call-Off Optional Extension Period:**  | Two (2) six (6) month extension options (12+6+6)  |

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| **Deliverables required:**    | Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.  |
|  | Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.   |

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| **Key Staff:**  | REDACTED TEXT under FOIA Section 40, Personal Information  |
| **Guarantor(s)**  | **Not applicable**  |

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| **Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):**  | **£480,000.00 including extension options and excluding VAT.**  |
| **Liability**  | **See Clause 11 of the Core Terms** **Estimated Year 1 Charges: approx. £240,000.00 excluding VAT**  |
| **Additional Insurance Requirements**  | **Not applicable**  |
| **Client billing address for invoicing:**  | REDACTED TEXT under FOIA Section 40, Personal Information |

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| **Special Terms**  | **Not applicable**  |

PROGRESS REPORT FREQUENCY

As part of the reporting requirement, the Supplier will be expected to provide progress reports to the Customer via email against agreed work milestones. These will be sent no later than three (3) working days before Contract Review Meetings. The Supplier will be required to keep regular contact with the Customer via telephone and email, as and when required.

PROGRESS MEETING FREQUENCY

Weekly progress meetings against budget and agreed milestones in the delivery of the outputs will be required. These should be accompanied by monthly written status reports in line with contract management requirements.

Quarterly meetings to evaluate progress and agree next steps/actions will also be required. These will be held through use of video calling and when applicable in the Customer’s office. No claim for travel expenses for attendance at meetings shall be paid by the Customer.

KEY SUBCONTRACTOR(S)

REDACTED TEXT under FOIA Section 43, Commercial Interests

COMMERCIALLY SENSITIVE INFORMATION

REDACTED TEXT under FOIA Section 43, Commercial Interests

SOCIAL VALUE COMMITMENT

Not Applicable

SERVICE CREDIT CAP

Not Applicable

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 Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125* 3. *The following Schedules in equal order of precedence:*
	* *Joint Schedules for RM6125* o *Joint Schedule 2 (Variation Form)* o *Joint Schedule 3 (Insurance Requirements)* o *Joint Schedule 4 (Commercially Sensitive Information)*
		+ *Joint Schedule 10 (Rectification Plan)*
		+ *Joint Schedule 11 (Processing Data)*
	* *Call-Off Schedules for CCIT24A12*
		+ *Call-Off Schedule 1 (Transparency Reports)* o *Call-Off Schedule 2 (Staff Transfer)* o *Call-Off Schedule 3 (Continuous Improvement)*
		+ *Call-Off Schedule 5 (Pricing Details)*
		+ *Call-Off Schedule 20 (Call-Off Specification)*

1. CCS Core Terms

1. Joint Schedule 5 (Corporate Social Responsibility) RM6125

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

7.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

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| **For and on behalf of the Agency:**  | **For and on behalf of the Client:**  |
| Signature:  | REDACTED TEXT under FOIA Section 40, Personal Information | Signature:  | REDACTED TEXT under FOIA Section 40, Personal Information |
| Name:  | REDACTED TEXT under FOIA Section 40, Personal Information | Name:  | REDACTED TEXT under FOIA Section 40, Personal Information |
| Role:  | REDACTED TEXT under FOIA Section 40, Personal Information | Role:  | REDACTED TEXT under FOIA Section 40, Personal Information |
| Date:  | REDACTED TEXT under FOIA Section 40, Personal Information | Date:  | REDACTED TEXT under FOIA Section 40, Personal Information |

## ANNEX A

**Agency Proposal**

Not applicable

### Annex B – Not used Statement of Work This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated [insert date of signature of Call-Off Contract.]

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

 i) Where a Statement of Work would result in:

* a variation of the Services procured under this Call-Off Contract;
* an increase in the Charges agreed under this Call-Off Contract; or
* a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

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| Set out a short description of the Project.  |
| *Set out the start date for this Project and its duration and the likely end date if known– state whether for a fixed term or an initial term and then rolling subject to notice.* *Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period*  |
| If this campaign is part of a wider overarching campaign, or uses specific Government owned brands (such as the GREAT Britain brand for example) please state them and what the relationship of this campaign will be to them.  |
| Set out a description of the Deliverables to be supplied by the Agency for this Project. State any specific activities agreed in the pitch that are to be delivered as part of this campaign.  |

**Project:**

### Project start Date Notice period for cancellation

**[Project Notice Period]:**

**Overarching Brand/Campaign**

**Deliverables**

|  |
| --- |
| Ensure you capture any work across distinct specialisms or channels, or example if you were working on an integrated campaign you may write: * Creative for campaigns (service)
* Development and testing of creative propositions (deliverables)
* Creative assets for use on social media
* Delivery of creative assets for “Above the Line” media
* Seamless working with the client’s media buyer to deliver assets in the correct format to required deadlines
* PR
* PR strategy that compliments the “Above the Line” approach
* Development and delivery of PR hooks/stunts in agreement with the client
* Development of three Op eds, case studies and three feature articles
* Management of media at up to seven events, working with departmental press office
* Evaluation in accordance with the HMG evaluation Framework

 State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases. State that Client’s use of the Deliverables will be “subject to any third-party usage rights which are notified to the Client in accordance with this Call-Off Contract “.  |
| The following Schedules are incorporated into this Statement of Work  |
|  | **Schedule Name**  | **Incorporated** (Mark with ‘X’ if incorporated)  |
| Creative Advertising Services (online and/or offline)  |   |
| Social Media Services  |   |

### Inclusion of Additional Schedules Public Relations

Simple Software/website/app development

 Below the line/experiential

**Project Plan:** *Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Deliverables (if known)*

**Contract Charges:** *Set out the calculation of the Contract Charges [(including rules for the recovery of expenses)] payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency’s Rate Card should be attached, together with invoice dates or milestones that trigger payment.*

All rates should be less than the maximum rates set out in the Agency rate card submitted as part of the original framework evaluation as set out in Framework Schedule 3.

*Set out any payment terms specific to the Project.*

***Examples of different wording for Contract Charges:***

*The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs*

*OR*

*The Contract Charges shall be calculated using the hourly charge out rates shown in [the Agency’s rate card, [provided that the total Contract Charges shall not exceed £ [...].] For the avoidance of doubt, the Contract Charges shall inclusive of all third-party costs*.

**Client Assets:** *Set out details of the materials or information to be provided to the Agency.*

**International** *If Services are to be supplied outside the UK, specify additional* **locations:** *territories here*

 **Client Affiliates:** *If relevant, set out any Client Affiliates which will be using*

*Deliverables*

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| --- |
| *Set out any special terms that are intended to take precedence over the Call-Off Terms and/or the Schedules to the Call-Off Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc..*  |
| *Set out details of the key personnel from the Agency for this Project if relevant.*  |
| *Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.*  |
| *Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.*  |

**Special Terms:**

**Key Individuals:**

**Authorised Agency Approver:**

**Authorised Client Approver:**

Signed by:REDACTED TEXT under FOIA Section 40, Personal Information

by :REDACTED TEXT under FOIA Section 40, Personal Information

As Agency Authorised Approver for and on behalf of

 REDACTED TEXT under FOIA Section 40, Personal Information

 DateREDACTED TEXT under FOIA Section 40, Personal Information

Signed by:REDACTED TEXT under FOIA Section 40, Personal Information

 by REDACTED TEXT under FOIA Section 40, Personal Information

As Client Authorised Approver for and on behalf of

 REDACTED TEXT under FOIA Section 40, Personal Information

DateREDACTED TEXT under FOIA Section 40, Personal Information

# Call-Off Schedule 1 (Transparency Reports)

1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 ([https://www.gov.uk/government/publications/procurement-policynote-0117-update-to-transparency-principles)](https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Agency’s reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Agency shall submit to the Client 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 Client rejects any proposed Transparency Report submitted by the Agency, the Agency 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 Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Agency shall provide accurate and up-to-date versions of each Transparency Report to the Client at the frequency referred to in the Annex of this Schedule.

# Annex A: List of Transparency Reports

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| --- | --- | --- | --- |
| **Title**  | **Content**  | **Format**  | **Frequency**  |
| [Performance]  |  [ ]  |  [ ]  |  [ ]  |
| [Order Contract Charges]  |  [ ]  |  [ ]  |  [ ]  |
| [Key Subcontractors]  |  [ ]  |  [ ]  |  [ ]  |
| [Technical]  |  [ ]  |  [ ]  |  [ ]  |
| [Performance management]  |  [ ]  |  [ ]  |  [ ]  |

## Call-Off Schedule 2 (Staff Transfer)

Clients will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Client on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Client shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Client Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department’s Employment Law Group]

###  1. Definitions

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

 **“Acquired Rights** 1 the European Council Directive 77/187/EEC on the

**Directive”** approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

 **"Employee** 3 all claims, actions, proceedings, orders, demands,

**Liability"** complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order,

penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
2. unfair, wrongful or constructive dismissal compensation;
3. compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
4. compensation for less favourable treatment of part-

time workers or fixed term employees;

1. outstanding employment debts and unlawful

deduction of wages including any PAYE and National Insurance Contributions;

1. employment claims whether in tort, contract or statute or otherwise;
2. any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**"Former Agency"** a supplier supplying services to the Client before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any

Subcontractor of any such Subcontractor);

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| --- | --- |
| **"New Fair Deal"**  | the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including: 1. any amendments to that document immediately prior to the Relevant Transfer Date; and
2. any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Agency by the Client;
 |
| **“Old Fair Deal”**  | HM Treasury Guidance “*Staff Transfers from Central* *Government: A Fair Deal for Staff Pensions*” issued in June 1999 including the supplementary guidance “*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*” issued in June 2004;  |
| **"Partial Termination"**  | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Client can end this contract) or 10.6 (When the Agency can end the contract);  |

**"Relevant Transfer"** a transfer of employment to which the Employment Regulations applies;

**"Relevant Transfer** n relation to a Relevant Transfer, the date upon which the **Date"** Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Agency or a

Subcontractor was the Former Agency and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Agency (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

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| **"Staffing** **Information"**  | in relation to all persons identified on the Agency's Provisional Agency Personnel List or Agency's Final Agency Personnel List, as the case may be, such information as the Client may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:  |
| (a)  | their ages, dates of commencement of employment or engagement, gender and place of work;  |
|  | (b)  | details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;  |
|  | (c)  | the identity of the employer or relevant contracting Party;  |
|  | (d)  | their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;  |
|  | (e)  | their wages, salaries, bonuses and profit sharing arrangements as applicable;  |
|  | (f)  | details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;  |
|  | (g)  | any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);  |
|  | (h)  | details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;  |
|  | (i)  | copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and  |
|  | (j)  | any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;  |

 **"Agency's Final** a list provided by the Agency of all Agency Staff whose will

 **Agency Personnel** transfer under the Employment Regulations on the Service

 **List"** Transfer Date;

**"Agency's** a list prepared and updated by the Agency of all Agency Staff **Provisional Agency** who are at the date of the list wholly or mainly engaged in

 **Personnel List"** or assigned to the provision of the Services or any relevant

part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;

 **"Term"** the period commencing on the Start Date and ending on the

expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

**"Transferring Client** those employees of the Client to whom the Employment **Employees"** Regulations will apply on the Relevant Transfer Date;

**"Transferring** in relation to a Former Agency, those employees of the **Former Agency** Former Agency to whom the Employment Regulations will **Employees"** apply on the Relevant Transfer Date.

###  2. INTERPRETATION

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

 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs

1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Client, which may, if given, be given on and subject to such terms as the Client may determine.

2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

 **3. Which parts of this Schedule apply**

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

o **All parts not applicable**

### Part A: Staff Transfer at the Start Date – not applicable Outsourcing from the Client 1. What is a relevant transfer

 1.1 The Client and the Agency agree that:

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

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

1.2 The Client shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Client Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Client; and (ii) the Agency and/or any Subcontractor (as appropriate).

###  2. Indemnities the Client must give

2.1 Subject to Paragraph 2.2, the Client shall indemnify the Agency and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Client in respect of any Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Client before the Relevant Transfer Date of:

1. any collective agreement applicable to the Transferring Client Employees; and/or
2. any custom or practice in respect of any Transferring Client Employees which the Client is contractually bound to honour;

 2.1.3 any claim by any trade union or other body or person representing the

Transferring Client Employees arising from or connected with any

failure by the Client to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

* + - 1. in relation to any Transferring Client Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
			2. in relation to any employee who is not a Transferring Client Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Client to the Agency and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
		1. a failure of the Client to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Client Employees arising before the Relevant Transfer Date;
		2. any claim made by or in respect of any person employed or formerly employed by the Client other than a Transferring Client Employee for whom it is alleged the Agency and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
		3. any claim made by or in respect of a Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee relating to any act or omission of the Client in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Agency or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

* + 1. arising out of the resignation of any Transferring Client Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the

Agency and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

* + 1. arising from the failure by the Agency or any Subcontractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Client as a Transferring Client Employee claims, or it is determined in relation to any person who is not identified by the Client as a Transferring Client Employee, that his/her contract of employment has been transferred from the Client to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

* + 1. the Agency shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client in writing; and
		2. the Client may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Client considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Agency and/or any Subcontractor.

* 1. If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Client, the Agency shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
	2. If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
		1. no such offer of employment has been made;
		2. such offer has been made but not accepted; or
		3. the situation has not otherwise been resolved,

the Agency and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

* 1. Subject to the Agency and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Client will indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Agency takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
	2. The indemnity in Paragraph 2.6:

 2.7.1 shall not apply to:

 (a) any claim for:

discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

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

(b) any claim that the termination of employment was unfair because the Agency and/or any Subcontractor neglected to follow a fair dismissal procedure; and

 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1

is made by the Agency and/or any Subcontractor (as appropriate) to the Client within 6 months of the Start Date

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Client nor dismissed by the Agency and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Agency and/or any Subcontractor and the Agency shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

###  3. Indemnities the Agency must give and its obligations

3.1 Subject to Paragraph 3.2, the Agency shall indemnify the Client against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Agency or any Subcontractor in respect of any Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Agency or any Subcontractor on or after the Relevant Transfer Date of:

1. any collective agreement applicable to the Transferring Client Employees; and/or
2. any custom or practice in respect of any Transferring Client Employees which the Agency or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Client Employees arising from or connected with any failure by the Agency or any Subcontractor to comply with any legal

obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Agency or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Client Employees to their material detriment on or after their transfer to the Agency or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Client Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Agency or any Subcontractor to, or in respect of, any Transferring Client Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Client in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

1. in relation to any Transferring Client Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
2. in relation to any employee who is not a Transferring Client Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Client to the Agency or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Client ity Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee relating

to any act or omission of the Agency or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Client’s failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Agency or any Sub-contractor to comply with its obligations under paragraph 2.8 above.

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

3.3 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Client Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Client and the Agency.

###  4. Information the Agency must provide

4.1 The Agency shall, and shall procure that each Subcontractor shall, promptly provide to the Client in writing such information as is necessary to enable the Client to carry out its duties under regulation 13 of the Employment Regulations. The Client shall promptly provide to the Agency and any Subcontractor in writing such information as is necessary to enable the Agency and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

###  5. Cabinet Office requirements

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Agency of employees whose employment begins after the Relevant Transfer Date, and the Agency undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Agency shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Client relating to pensions in respect of any Transferring Client Employee as set down in:

 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the

Public Sector of January 2000, revised December 2013;

 5.2.2 Old Fair Deal; and/or

 5.2.3 The New Fair Deal.

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

###  6. Pensions

6.1 The Agency shall, and/or shall procure that each of its Subcontractors shall, comply with:

6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension

Protection) Regulations 2005 for all transferring staff; and

 6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

### Part B: Staff transfer at the Start Date – not applicable Transfer from a Former Agency 1. What is a relevant transfer

 1.1 The Client and the Agency agree that:

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

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

1.2 The Client shall procure that each Former Agency shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Agency Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Agency shall make, and the Client shall procure that each Former Agency makes, any necessary apportionments in respect of any periodic payments.

###  2. Indemnities given by the Former Agency

2.1 Subject to Paragraph 2.2, the Client shall procure that each Former Agency shall indemnify the Agency and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Agency in respect of any Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Agency arising before the Relevant Transfer Date of:

1. any collective agreement applicable to the Transferring Former Agency Employees; and/or
2. any custom or practice in respect of any Transferring Former Agency Employees which the Former Agency is contractually bound to honour;

2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

1. in relation to any Transferring Former Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
2. in relation to any employee who is not a Transferring Former Agency Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Agency to the Agency and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.4 a failure of the Former Agency to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Agency Employees in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Agency other than a Transferring Former Agency Employee for whom it is alleged the Agency and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.1.6 any claim made by or in respect of a Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee relating to any act or omission of the Former Agency in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the bility arises from the failure by the Agency or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

* + 1. arising out of the resignation of any Transferring Former Agency Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the

Agency or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

* + 1. arising from the failure by the Agency and/or any Subcontractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Former Agency as a Transferring Former Agency Employee claims, or it is determined in relation to any person who is not identified by the Former Agency as a Transferring Former Agency Employee, that his/her contract of employment has been transferred from a Former Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

* + 1. the Agency shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client and in writing and, where required by the Client, notify the relevant Former Agency in writing; and
		2. the Former Agency may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Agency considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Agency and/or the Subcontractor (as appropriate).
	1. If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Agency and/or the Client, the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
	2. If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
		1. no such offer of employment has been made;
		2. such offer has been made but not accepted; or
		3. the situation has not otherwise been resolved, the Agency and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
	3. Subject to the Agency and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Client shall procure that the Former Agency will indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Agency takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
	4. The indemnity in Paragraph 2.6:

 2.7.1 shall not apply to:

(a) any claim for:

* + - * 1. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
				2. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

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

(b) any claim that the termination of employment was unfair because the Agency and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Agency and/or any Subcontractor (as appropriate) to the Client and, if applicable, the Former Agency, within 6 months of the Start Date.

2.8 If Subcontractorany such person as is described in Paragraph 2.3 is neither reemployed by the Former Agency nor dismissed by the Agency and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Agency and/or any Subcontractor and the Agency shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

###  3. Indemnities the Agency must give and its obligations

3.1 Subject to Paragraph 3.2, the Agency shall indemnify the Client and/or the Former Agency against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Agency or any Subcontractor in respect of any Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Agency or any Subcontractor on or after the Relevant Transfer Date of:

1. any collective agreement applicable to the Transferring Former Agency Employee; and/or
2. any custom or practice in respect of any Transferring Former Agency Employees which the Agency or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Former Agency Employees arising from or connected with any failure by the Agency or a Subcontractor to comply with any legal

obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Agency or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Agency Employees to their material detriment on or after their transfer to the Agency or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Agency or a Subcontractor to, or in respect of, any Transferring Former Agency

Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Client and/or the Former Agency in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

1. in relation to any Transferring Former Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
2. in relation to any employee who is not a Transferring Former Agency Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Agency to the Agency or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Agency Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency

Employee relating to any act or omission of the Agency or any

Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Agency's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Agency or any Subcontractor to comply with its obligations under Paragraph 2.8 above

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

3.3 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Agency Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Agency and the Former Agency.

###  4. Information the Agency must give

The Agency shall, and shall procure that each Subcontractor shall, promptly provide to the Client and/or at the Client’s direction, the Former Agency, in writing such information as is necessary to enable the Client and/or the Former Agency to carry out their respective duties under regulation 13 of the Employment Regulations. The Client shall procure that the Former Agency shall promptly provide to the Agency and any Subcontractor in writing such information as is necessary to enable the Agency and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

###  5. Cabinet Office requirements

5.1 The Agency shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Client relating to pensions in respect of any Transferring Former Agency Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

 5.1.2 Old Fair Deal; and/or

 5.1.3 The New Fair Deal.

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

###  6. Limits on the Former Agency’s obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Client accepts an obligation to procure that a Former Agency does or does not do something, such obligation shall be limited so that it extends only to the extent that the Client’s contract with the Former Agency contains a contractual right in that regard which the Client may enforce, or otherwise so that it requires only that the Client must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.

###  7. Pensions

 7.1 The Agency shall, and shall procure that each Subcontractor shall, comply with:

 7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the

Pensions Act 2004 and the Transfer of Employment (Pension

Protection) Regulations 2005 for all transferring staff; ; and

 7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

### Part C: No Staff Transfer on the Start Date – not applicable 1. What happens if there is a staff transfer

1.1 The Client and the Agency agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Client and/or any Former Agency.

1.2 If any employee of the Client and/or a Former Agency claims, or it is determined in relation to any employee of the Client and/or a Former Agency, that his/her contract of employment has been transferred from the Client and/or the Former Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Agency shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client in writing and, where required by the Client, notify the Former Agency in writing; and

1.2.2 the Client and/or the Former Agency may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Agency or the Subcontractor (as appropriate) or take such other reasonable steps as the Client or Former Agency (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Client and/or the Former Agency),, the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:

 1.4.1 no such offer of employment has been made;

 1.4.2 such offer has been made but not accepted; or

 1.4.3 the situation has not otherwise been resolved;

the Agency may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Agency and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Client shall:

1.5.1 indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Client's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency

takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

1.5.2 procure that the Former Agency indemnifies the Agency and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Agency referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Client and/or the Former Agency as appropriate nor dismissed by the Agency and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Agency and/or the Subcontractor (as appropriate) and the Agency shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.

1.7 Where any person remains employed by the Agency and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Agency and/or the Subcontractor and the Agency shall indemnify the Client and any Former Agency, and shall procure that the Subcontractor shall indemnify the Client and any Former Agency, against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Subcontractor.

 1.8 The indemnities in Paragraph 1.5:

 1.8.1 shall not apply to:

1. any claim for:
	* + 1. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
			2. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

1. any claim that the termination of employment was unfair

because the Agency and/or any Subcontractor neglected to follow a fair dismissal procedure; and

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Agency and/or any Subcontractor to the Client and, if applicable, Former Agency within 6 months of the Start Date.

1.9 If the Agency and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Agency and/or the Subcontractor and the Agency shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Client and any Former Agency against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Subcontractor.

###  2. Limits on the Former Agency’s obligations

Where in this Part C the Client accepts an obligation to procure that a Former Agency does or does not do something, such obligation shall be limited so that it extends only to the extent that the Client's contract with the Former Agency contains a contractual right in that regard which the Client may enforce, or otherwise so that it requires only that the Client must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.

### Part D: Pensions – not applicable 1. Definitions

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

|  |  |
| --- | --- |
| **"Actuary"**  | a Fellow of the Institute and Faculty of Actuaries;  |
| **"Admission Agreement"**  | either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;  |
| **“Best Value Direction”**  | the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);   |
| **"Broadly Comparable"**  | (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary’s Department of a broad comparability certificate; and/or  |
|  | (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme’s certificate of broad comparability issued by the Government Actuary’s Department, and "**Broad Comparability**" shall be construed accordingly;  |
| **"CSPS"**  | the schemes as defined in Annex D1 to this Part D;  |
| **“Direction** **Letter/Determination”**  | has the meaning in Annex D2 to this Part D;   |
| **“Fair Deal Eligible** **Employees”**  | each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant  |

time in accordance with paragraph 10 or 11 of this Part

D);

 **"Fair Deal Employees"** any of:

1. Transferring Client Employees;
2. Transferring Former Agency Employees;
3. employees who are not Transferring Client

Employees or Transferring Former Agency Employees but to whom the Employment

Regulations apply on the Relevant Transfer Date to transfer their employment to the Agency or a Subcontractor, and whose employment is not terminated in accordance with the provisions of

Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;

1. where the Agency or a Subcontractor was the

Former Agency, the employees of the Agency (or Subcontractor);

 who at the Relevant Transfer Date are or become

entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Client;

 **"Fund Actuary"** a Fund Actuary as defined in Annex D3 to this Part D;

 **"LGPS"** the scheme as defined in Annex D3 to this Part D;

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

 (a)

 (b)

 **"Statutory Schemes"** means the CSPS, NHSPS or LGPS.

###  2. Agency obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

2.2 The Agency undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Agency to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

 2.3 The Agency undertakes:

2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/

Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

2.4 Where the Agency is the Former Agency (or a Subcontractor is a Subcontractor of the Former Agency) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Agency (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Agency (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Agency (or Sub- contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Client1.

###  3. Agency obligation to provide information

 3.1 The Agency undertakes to the Client*:*

3.1.1 to provide all information which the Clientmay reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Client (such consent not to be unreasonably withheld or delayed);

3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

###  4. Indemnities the Agency must give

4.1 The Agency shall indemnify and keep indemnified CCS, [NHS Pensions], the Clientand/or any Replacement Agency and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Agency of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;

4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Agency or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;

4.1.3 relate to claims by Fair Deal Employees of the Agency and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

1. relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
2. arise out of the failure of the Agency and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or

4.1.4 arise out of or in connection with the Agency (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

 4.2 The indemnities in this Part D and its Annexes:

* + 1. shall survive termination of the relevant Contract; and
		2. shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

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

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

 5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the CCS and/or the Client and/or the Agency; and

5.1.3 whose expenses shall be borne equally by the CCS and/or the Client and/or the Agency unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

###  6. Other people’s rights

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

6.2 Further, the Agency must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

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

7.1 The Agency agrees to notify the Clientshould it breach any obligations it has under this Part D and agrees that the Clientshall be entitled to terminate its Contract for material Default in the event that the Agency:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Client giving particulars of the breach and requiring the Agency to remedy it.

###  8. Transferring Fair Deal Employees

8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Agency shall or shall procure that any relevant Sub-contractor shall:

 8.1.1 notify the Client as far as reasonably practicable in advance of the

transfer to allow the Client to make the necessary arrangements for participation with the relevant Statutory Scheme(s);

8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and

8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Agency" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

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

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

9.2 The Agency shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme’s Actuary) as the Replacement Agency and/or NHS Pension and/or CSPS and/or the relevant Administering Client and/or the Client may reasonably require, to enable the Replacement Agency to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

###  10. Broadly Comparable Pension Schemes on the Relevant Transfer Date

10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Agency must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Client.

 10.2 Such Broadly Comparable pension scheme must be:

 10.2.1 established by the Relevant Transfer Date2;

10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Agency’s Broadly Comparable pension scheme (unless otherwise instructed by the Client);

10.2.4 capable of paying a bulk transfer payment to the Replacement Agency’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Client); and

10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Client).

10.3 Where the Agency has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Agency shall (and shall procure that any of its Subcontractors shall):

10.3.1 supply to the Client details of its (or its Subcontractor’s) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;

10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

10.3.3 instruct any such Broadly Comparable pension scheme’s Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Agency’s Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Client (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer3; and

10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair

Deal Eligible Employees who are still employed by the Agency and/or

relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Agency and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

10.4 Where the Agency has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Agency shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:

10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Agency’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees’ employment with the Agency or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and

10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Agency’s Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Agency shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Agency’s Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Client shall otherwise direct. The Agency shall indemnify the Client or the Replacement Agency’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as

the Client directs) for any failure to pay the difference as required under this paragraph.

### 11. Broadly Comparable Pension Scheme in Other Circumstances

11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Agency must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Client.

 11.2 Such Broadly Comparable pension scheme must be:

11.2.1 established by the date of cessation of participation in the Statutory Scheme4;

11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Client);

11.2.4 capable of paying a bulk transfer payment to the Replacement Agency’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Client); and

11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Client).

11.3 Where the Agency has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Agency shall (and shall procure that any of its Subcontractors shall):

11.3.1 supply to the Client details of its (or its Subcontractor’s) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;

11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

11.3.3 where required to do so by the Client, instruct any such Broadly Comparable pension scheme’s Actuary to provide all such cooperation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such cooperation and assistance with any other Actuary appointed by the Client (where applicable). The Agency must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Agency shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme5; and

11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Agency and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Agency and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

11.4 Where the Agency has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Agency shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Agency’s Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Agency’s Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly

Comparable pension scheme be less than the amount required by the Replacement Agency’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits (“**the Shortfall**”), the Agency or the Subcontractor (as agreed between them) must pay the Replacement Agency’s Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Agency and any Subcontractor, the Shortfall shall be paid by the Agency. The Agency shall indemnify the Client or the Replacement Agency’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Client directs) for any failure to pay the Shortfall under this paragraph.

### 12. Right of Set-off

12.1 The Client shall have a right to set off against any payments due to the Agency under the relevant Contract an amount equal to:

12.1.1 any unpaid employer’s contributions or employee’s contributions or any other financial obligations under the CSPS or any CSPS Admission Agreement in respect of the CSPS Eligible Employees whether due from the Agency or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

12.1.2 any unpaid employer’s contributions or employee’s contributions or any other financial obligations under the NHSPS or any Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Agency or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or

12.1.3 any unpaid employer’s contributions or employee’s contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Agency or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

**and shall pay such set off amount to the relevant Statutory Scheme.**

12.2 The Client shall also have a right to set off against any payments due to the Agency under the relevant Contract all reasonable costs and expenses incurred by the Client as result of Paragraphs 12.1 above.

**Annex D1:**

### Civil Service Pensions Schemes (CSPS) 1. Definitions

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

 **"CSPS Admission** an admission agreement in the form available on the Civil

 **Agreement"** Service Pensions website immediately prior to the Relevant

Transfer Date to be entered into for the CSPS in respect of the Services;

 **"CSPS Eligible** any CSPS Fair Deal Employee who at the relevant time is an

 **Employee"** active member or eligible to participate in the CSPS under a

CSPS Admission Agreement;

 **“CSPS Fair Deal** a Fair Deal Employee who at the Relevant Transfer Date is or

**Employee”** becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;

**"CSPS"** the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii)

Death Benefits Arrangements; the Civil Service Additional

Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

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

2.1 In accordance with New Fair Deal, the Agency and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Agency and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

2.2 If the Agency and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Agency or Subcontractor still employs any CSPS Eligible Employees, the Agency shall (and procure that its Subcontractors shall) at no extra cost to the Client, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of paragraph 11 of Part D.

### Part E: Staff Transfer on Exit – not applicable 1. Obligations before a Staff Transfer

 1.1 The Agency agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from the Client of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

 1.1.3 the date which is 12 Months before the end of the Term; and

1.1.4 receipt of a written request of the Client at any time (provided that the Client shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Agency's Provisional Agency Personnel List, together with the Staffing Information in relation to the Agency's Provisional Agency Personnel List and it shall provide an updated Agency's Provisional Agency Personnel List at such intervals as are reasonably requested by the Client.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Agency shall provide to the Client or at the direction of the Client to any Replacement Agency and/or any Replacement Subcontractor (i) the Agency's Final Agency Personnel List, which shall identify the basis upon which they are Transferring Agency Employees and (ii) the Staffing Information in relation to the Agency’s Final Agency Personnel List (insofar as such information has not previously been provided).

1.3 The Client shall be permitted to use and disclose information provided by the Agency under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Agency and/or Replacement Subcontractor.

1.4 The Agency warrants, for the benefit of The Client, any Replacement Agency, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Agency agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Agency’s Provisional Agency Personnel List and shall not without the approval of the Client (not to be unreasonably withheld or delayed):

1.5.1 replace or re-deploy any Agency Staff listed on the Agency Provisional Agency Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Agency Staff (including pensions and any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Agency Staff save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Agency's Provisional Agency Personnel

List;

1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Agency's Provisional Agency Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Client or, at the direction of the Client, any Replacement Agency and any Replacement Subcontractor of any notice to terminate employment given by the Agency or relevant Subcontractor or received from any persons listed on the Agency's Provisional Agency Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Client may make written requests to the Agency for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Agency shall provide, and shall procure that each Subcontractor shall provide, to the Clientsuch information as the Client may reasonably require relating to the manner in which the Services are organised, which shall include:

 1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Agency shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Client, any Replacement Agency and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Agency Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Agency Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Agency shall provide, and shall procure that each Subcontractor shall provide, to the Client or, at the direction of the Client, to any Replacement Agency and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Agency's Final Agency Personnel List who is a Transferring Agency Employee:

 1.7.1 the most recent month's copy pay slip data;

 1.7.2 details of cumulative pay for tax and pension purposes;

 1.7.3 details of cumulative tax paid;

 1.7.4 tax code;

 1.7.5 details of any voluntary deductions from pay; and

 1.7.6 bank/building society account details for payroll purposes.

###  2. Staff Transfer when the contract ends

2.1 The Client and the Agency acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Agency and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Client and the Agency agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Agency and the Transferring Agency Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Agency and/or a Replacement Subcontractor (as the case may be) and each such Transferring Agency Employee.

2.2 The Agency shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Agency Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Agency Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments ofPAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Agency and/or the Subcontractor (as appropriate); and (ii) the Replacement Agency and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Agency shall indemnify the Client and/or the Replacement Agency and/or any Replacement Subcontractor against any Employee

Liabilities arising from or as a result of:

2.3.1 any act or omission of the Agency or any Subcontractor in respect of any Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Agency or any Subcontractor occurring on or before the Service Transfer Date of:

1. any collective agreement applicable to the Transferring Agency Employees; and/or
2. any other custom or practice with a trade union or staff association in respect of any Transferring Agency Employees which the Agency or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Agency or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

1. in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
2. in relation to any employee who is not identified in the Agency’s Final Agency Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency to the Client and/or Replacement Agency and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.3.5 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Agency or any Subcontractor other than a Transferring Agency Employee identified in the Agency’s Final Agency Personnel List for whom it is alleged the Client and/or the Replacement Agency and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee relating to any act or omission of the Agency or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Client and/or Replacement Agency to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Agency and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

* + 1. arising out of the resignation of any Transferring Agency Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Agency and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
		2. arising from the Replacement Agency’s failure, and/or Replacement Subcontractor’s failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Agency's Final Agency Employee List claims, or it is determined in relation to any employees of the Agency, that his/her contract of employment has been transferred from the Agency to the Replacement Agency and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

* + 1. the Client shall procure that the Replacement Agency and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Client and the Agency in writing; and
		2. the Agency may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within15 Working Days of receipt of notice from the Replacement Agency and/or Replacement

Subcontractor.

* 1. If such offer of is accepted, or if the situation has otherwise been resolved by the Agency or a Subcontractor, Client shall procure that the Replacement Agency shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
	2. If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
		1. no such offer has been made:
		2. such offer has been made but not accepted; or
		3. the situation has not otherwise been resolved

the Client shall advise the Replacement Agency and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

* 1. Subject to the Replacement Agency's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Agency will indemnify the Replacement Agency and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Agency's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Agency takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
	2. The indemnity in Paragraph 2.8:

 2.9.1 shall not apply to:

 (a) any claim for:

* + - * 1. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
				2. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the

 Replacement Agency and/or Replacement

Subcontractor, or

(b) any claim that the termination of employment was unfair because the Replacement Agency and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Agency and/or Replacement Subcontractor to the Agency within 6 months of the Service Transfer Date.

* 1. If any such person as is described in Paragraph 2.5 is neither re-employed by the Agency or any Subcontractor nor dismissed by the Replacement Agency and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Agency Employee.
	2. The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Agency’s Final Agency Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

###  (a) the Agency and/or any Subcontractor; and

 **(b) the Replacement Agency and/or the Replacement Subcontractor.**

2.12 The Agency shall, and shall procure that each Subcontractor shall, promptly provide the Client and any Replacement Agency and/or Replacement Subcontractor, in writing such information as is necessary to enable the Client, the Replacement Agency and/or

Replacement Subcontractor to carry out their respective duties under regulation 13

of the Employment Regulations. The Client shall procure that the Replacement Agency and/or Replacement Subcontractor, shall promptly provide to the Agency and each Subcontractor in writing such information as is necessary to enable the Agency and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Client shall procure that the Replacement Agency indemnifies the Agency on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Agency and/or Replacement Subcontractor in respect of any Transferring Agency Employee in the Agency’s Final Agency Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Agency Employee;

2.13.2 the breach or non-observance by the Replacement Agency and/or Replacement Subcontractor on or after the Service Transfer Date of:

* + 1. any collective agreement applicable to the Transferring Agency Employees identified in the Agency’s Final Agency Personnel List; and/or
		2. any custom or practice in respect of any Transferring Agency Employees identified in the Agency’s Final Agency Personnel List which the Replacement Agency and/or Replacement Subcontractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Agency Employees identified in the Agency’s Final Agency Personnel List arising from or connected with any failure by the Replacement Agency and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

2.13.4 any proposal by the Replacement Agency and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Agency Employees identified in the Agency’s Final Agency Personnel List on or after their transfer to the Replacement Agency or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Agency’s Final Agency Personnel List who would have been a Transferring Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Agency or Replacement Subcontractor to, or in respect of, any Transferring Agency Employee identified in the Agency’s Final Agency Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Agency in writing;

2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

* + - 1. in relation to any Transferring Agency Employee identified in the Agency’s Final Agency Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
			2. in relation to any employee who is not a Transferring Agency Employee identified in the Agency’s Final Agency Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency or Subcontractor, to the Replacement Agency or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Agency or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees identified in the Agency’s Final Agency Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Agency Employee identified in the Agency’s Final Agency Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Agency Employee relating to any act or omission of the Replacement Agency or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the

Service Transfer Date, including any Employee Liabilities arising from the failure by the

Agency and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

## Call-Off Schedule 3 (Continuous Improvement)

### 1. Client’s Rights

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

### 2. Agency’s Obligations

2.1 The Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Client’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Client.

 2.2 The Agency must adopt a policy of continuous improvement in relation to the

Deliverables, which must include regular reviews with the Client of the Deliverables and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Agency and the Client must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Client'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 Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (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 Agency's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Client in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Agency to the Client for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

2.5 The Client shall notify the Agency 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 Agency shall, within ten (10) Working

Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

2.6 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.

2.7 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

2.8.1 the Agency 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 Agency's progress against the Continuous Improvement Plan.

2.9 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Agency's costs in providing the Deliverables to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 If at any time during the Term the Agency reduces its Framework Prices for Deliverables provided in accordance with the terms of the Framework Contract, the

Agency shall immediately reduce the Charges for the Deliverables under the CallOff Contract by the same amount. This obligation applies whether or not the Deliverables are offered in a catalogue provided under the Framework Contract.

## Call-Off Schedule 4 (Proposal)

REDACTED TEXT under FOIA Section 43, Commercial Interests

## Call-Off Schedule 5 (Pricing Details)

REDACTED TEXT under FOIA Section 43, Commercial Interests

**Call-Off Schedule 6 (ICT Services)**

Not applicable

**Call-Off Schedule 7 (Key Agency Staff)**

Not applicable

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

Not applicable

**Call-Off Schedule 9 (Security)**

 Not applicable

**Call-Off Schedule 10 (Exit Management)**

Not applicable

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

Not applicable

**Call-Off Schedule 14 (Service Levels)**

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Agency will be required to make available to the Buyer under this Call-Off Contract.

## 1. PURPOSE

1.1 Crown Commercial Service (CCS), a trading fund of the Cabinet Office (CO), may be referred to as the “Customer” throughout this document.

1.2 Crown Commercial Service (CCS) requires support for the development and delivery of integrated marketing campaigns.

1.3 The Contract will be for a one (1) year period commencing upon Contract Award. There will be an option to extend the Contract for a further two (2) six (6) month terms.

1.4 The Customer requires pricing for the option to extend the Contract for a further two (2) six (6) month terms. This will be reviewed upon the expiry of the original Contract term and the Customer is under no obligation to take up the extension options. The option to extend is subject to budgetary approval.

## 2. BACKGROUND TO THE BUYER

2.1 CCS is the largest public procurement organisation in the UK. They help organisations across the whole of the public and third sector find the right commercial solutions for around £30 billion of spend each year helping organisations get best value on the procurement of common goods and services.

2.2 CCS also helps the public sector to build policy considerations into their procurement - transforming public procurement, social value, opportunities for local and regional businesses, and carbon net zero.

2.3 As a trading fund of the Cabinet Office (CO), CCS also supports on implementing the UK’s public procurement policy and delivering government’s commercial policy priorities.

## 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 The Customer has a content led approach to campaigns and has a wide range of existing content in a variety of formats that they wish to repurpose and reuse to achieve campaign objectives. They require an agency with the expertise to make recommendations on how best to do this and turn these recommendations into new creative assets.

3.2 The Customer also requires an agency to make recommendations on and create brand new content suitable for the audience and channel it is designed for. The agency should recommend the best format and creative execution to meet the objectives of the brief and campaign strategy.

3.3 Marketing objectives

3.3.1 Awareness raising and engagement - reaching key audiences to increase awareness of the Customer’s messages and drive traffic to, and engagement with, campaign content on the corporate website.

3.3.2 New contact generation - campaign strategies and assets that will reach and engage potential new audiences creating new contacts for CCS to nurture.

3.4 The Customer requires creative content that can be created or repurposed for use across a wide range of channels, that includes but is not limited to:

 3.4.1 owned: website, LinkedIn, email

 3.4.2 earned: trade media and partnerships

 3.4.3 paid: LinkedIn, digital display, out of home, digital and print advertising

3.5 The Customer will use the following KPIs to measure the success of its integrated marketing campaign activity, and the outputs from the agency are expected to contribute significantly to the achievement of these KPIs:

 3.5.1 % of website traffic directly attributable to marketing activity

3.5.2 % of website conversions directly attributable to marketing activity (a conversion is a website visitor who downloads gated marketing content)

 3.5.3 growth in LinkedIn followers

3.5.4 engagement with LinkedIn content measured by engagement and click rates

3.5.5 engagement with newsletters and emails measured by open rates, click rates and other relevant metrics

 3.5.6 % of prospects and leads that are new contacts

3.6 KPIs may change subject to the monthly performance evaluation and campaign insights of the Customer which may lead to requirements to optimise or revise campaign strategies.

3.7 Delivery of the campaign content is expected to begin in April 2025. To support timely implementation the Customer is looking for the Supplier to be in place by January 2025.

3.8 The supplier will be required to work with the Customer on a robust onboarding plan between January and March 2025 to ensure the supplier fully understands the Customer, their audience and the campaign objectives and is embedded in the requirements, processes and procedures.

3.9 A budget of up to £240,000.00 per year will be available to the Supplier:

3.9.1 The Customer may allocate a fixed budget to a campaign and request the supplier make recommendations on how to achieve campaign objectives and, upon approval from the Customer, create and deliver the agreed campaign assets to the agreed budget and timetable

3.9.2 The Customer may also wish to develop specific briefs and obtain quotes for discrete requirements that may be aligned to a campaign or may be a one-off ad-hoc requirement. Upon approval of the quote the supplier will be required to create and deliver the agreed creative solution to the agreed budget and timetable.

3.10 The Customer has allocated separate budgets and agencies for channel planning and media buying, and delivery of the Customer’s external events programme.

## 4. DEFINITIONS

|  |  |
| --- | --- |
| Expression or Acronym  | Definition  |
| CCS  | Means; Crown Commercial Service, the Authority  |
| CG  | Means; Central Government  |
| CO  | Means; Cabinet Office  |
| WPS  | Means; Wider Public Sector  |

## 5. SCOPE OF REQUIREMENT

5.1 The Customer requires a contract for the delivery of services over a fixed period of one (1) year, with the option to extend for a further two (2) six (6) month terms.

5.2 The Supplier will work on discrete marketing projects and/or campaigns, as required, to support the delivery of the Customer’s integrated marketing campaigns.

5.3 The Supplier will work closely with the Customer’s marketing and communications team to fulfil the contract. The Supplier will have a named lead contact for the day to day management of the relationship. This will be supported by monthly contract management processes and bi-annual performance reviews.

5.4 The scope of the Customer’s requirements extends to the following:

5.4.1 Support campaign strategy development: the Supplier will be required to support the Customer on the development of a number of integrated marketing campaign strategies and resulting campaign assets to support the achievement of campaign objectives.

5.4.2 Creation and delivery of content for campaigns: to support the Customer with the creation of or repurposing of content for use across owned, earned and paid channels. This may include but is not limited to long form content, such as whitepapers, and short form content, such as social media posts.

5.4.3 Delivery campaign creative assets: to support the customer with the creation of assets to be used within marketing campaigns. The exact nature of the deliverables will be subject to the advice and recommendations of the Supplier on how best to achieve the customers objectives within the brief and budget available, making maximum use of existing the customer’s owned and earned channels. This may include but is not limited to videos, animations, photography, interactive guides, display banners. Please note: all assets must meet accessibility requirements.

 5.4.4 The customer’s owned and earned channels include:

 5.4.4.1 Corporate website

 5.4.4.2 Monthly email newsletter

5.4.4.3 Pardot email marketing automation software for solus emails and automated customer nurturing journeys

 5.4.4.4 Social media (primarily LinkedIn)

5.4.4.5 In-house external comms team who will deliver any trade press / media activity

5.4.4.6 External events programme (virtual and face to face) including webinars, conferences and exhibitions

5.4.4.7 Partnerships with trade bodies, industry associations and commercial organisations, such as event organisers

 5.4.5 The customer’s paid channels (may include but not limited to):

 5.4.5.1 Digital advertising

 5.4.5.2 Print advertising

 5.4.5.3 Paid social media

 5.4.5.4 Trade media partnerships

 5.4.5.5 Paid webinars

 5.4.5.6 Out of home

 5.4.5.7 Digital display

5.4.6 Target audience: each campaign will have a specific target audience. Below is some general information about the Customer’s audience:

 5.4.6.1 Sectors: local communities and housing, health, government

policy, infrastructure, defence and security, education and culture, media and sport

 5.4.6.2 Buyers, influencers and decision makers

5.4.6.3 The audience will typically span job functions including procurement leads (e.g. Commercial Directors and Heads of Procurement) and Finance Directors in larger organisations, and Business / Office Managers in smaller organisations, such as schools and charities. More specialist job functions (e.g. HR Directors, Chief Technology Officers and Estates / Facilities Managers) may also be targeted for specific campaigns or activities

5.4.6.4 The Customer also recognises the key role played by influencers across a range of these sectors including Chief Executive Officers, Local Councillors, Board Members/Trustees and recognised industry bodies and consortia such as Local Government Association

5.4.6.5 The Customer holds a vast amount of insight on these audiences in terms of sector strategies, personas, buying behaviour and their current and future needs and objectives. Detailed insight will be shared with the successful Supplier following contract award

 5.4.6.6 The language and messages may also need to be tailored to the

specific sector. For example, Scottish contacts may need to receive different messaging to those in England

5.5 Core campaign messages

5.5.1 Each marketing campaign or project will have its own specific messages that will be conveyed to the Supplier as part of the onboarding process and in each brief. These will be aligned to CCS business plan and will focus on helping the Customer meet its KPIs.

5.5.2 The Customer is currently developing its customer value proposition and it is anticipated that this will be available from January 2025.

5.5.3 The Customer has a detailed style guide, creative and brand guidelines informing creative approach and tone of voice which will be shared with the supplier as part of the onboarding process.

## 6. THE REQUIREMENT

6.1 As the Customer is looking for a Supplier to provide campaign support, asset creation and repurposing on a “call-off” basis, they will provide a project brief for each campaign or requirement.

6.2 Upon receipt of each brief the Supplier will be required to:

6.2.1 Provide expert recommendations on how best to achieve the Customer’s objectives, including timescales and costs

 6.2.2 Develop innovative and creative solutions to achieve the objectives

 6.2.3 Advise on how the success of the activity can be measured

 6.2.4 Develop and deliver on time and on budget

6.3 During the lifetime of the Contract the Customer may require the Supplier to develop and deliver a range of potential digital outputs/activities, including (but not limited to):

6.3.1.1 Production of short videos and animations, including shooting and editing live action

 6.3.1.2 Production of photography including shooting and editing

6.3.1.3 Production of digital guides that convey complex information to our target audience(s) in an engaging, more mobile, and more digestible format

 6.3.1.4 Creation of digital and print advertising banners

 6.3.1.5 Creation of motion graphics

 6.3.1.6 Creation of social media assets

 6.3.1.7 Creation of interactive guides

 6.3.1.8 Creation of infographics

 6.3.1.9 Creation of html emails

6.3.1.10 Copywriting in line with Customer’s in-house style guide. Examples include but are not limited to:

1. social media posts
2. emails

 6.3.1.11 whitepapers

## 7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| Milestone/D eliverable | Description | Timeframe or Delivery Date |
| 1 | Contract Inception Meeting to be held; agree onboarding programme and contract management e.g. on-going weekly meetings, quarterly contract management meetings; | Within one (1) week of Contract Award  |
| 2 | Supplier to engage with the Customer to understand upcoming campaigns, any history, meet with Customer teams in person or online as applicable as part of the onboarding process;  | Within week four (4) of Contract Award  |
| 3 | Supplier to understand key channels, target audiences, campaign objectives and make initial recommendations;  | Within six (6) weeks of Contract Award;  |
| 4 | Supplier to provide on-going support including but not limited to; creation of marketing assets; copywriting, production support for videos, photography and repurposing recommendations  | Within weeks 6 - 52 of Contract Award  |

## 8. MANAGEMENT INFORMATION/REPORTING

8.1 As part of the reporting requirement, the Supplier will be expected to provide progress reports to the Customer via email against agreed work milestones. These will be sent no later than three (3) working days before Contract Review Meetings as detailed within Section 9 Continuous Improvement. The Supplier will be required to keep regular contact with the Customer via telephone and email, as and when required.

## 9. CONTINUOUS IMPROVEMENT

9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

9.2 The Supplier should present new ways of working to the Customers during Contract review meetings.

9.3 Changes to the way in which the Services are to be delivered must be brought to the Customer’s attention and agreed prior to any changes being implemented.

## 10. SUSTAINABILITY / SOCIAL VALUE

10.1 The Supplier shall comply with sustainability and environmental protection requirements set out in the Contract.

10.2 The Supplier will ensure that the Government’s Social Value agenda will be implemented throughout the life of the contract, in accordance with PPN 06/20 and the Social Value Model [https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-governmentcontracts.](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts) The Supplier will, in providing the deliverables in and performing its obligations under the Contract, comply with the social value commitments provided in the Supplier’s tender response.

## 11. QUALITY

11.1 Weekly progress meetings against budget and agreed milestones in the delivery of the outputs will be required. These should be accompanied by monthly written status reports in line with contract management requirements.

11.2 Quarterly meetings to evaluate progress and agree next steps/actions will also be required. These will be held through use of video calling and when applicable in the Customer’s office. No claim for travel expenses for attendance at meetings shall be paid by the Customer.

## 12. PRICE

12.1 The budget per annum is £240,000.00 (excluding VAT). The Customer reserves the right not to take up on extension options which are subject to budgetary approval.

12.2 Costs should be provided for the following activities in Attachment 4 - price schedule:

 12.2.1 Sample assets costs as outlined in Attachment 4 - price schedule

 12.2.2 Any additional costs associated with Contract;

12.3 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

## 13. STAFF AND CUSTOMER SERVICE

13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

13.2 The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

13.3 The Supplier shall ensure that staff understand the Customer’s vision and objectives and will provide excellent customer service throughout the duration of the Contract.

## 14. SERVICE LEVELS AND PERFORMANCE

14.1 The Customer will measure the quality of the Supplier’s delivery by:

REDACTED TEXT under FOIA Section 43, Commercial Interests

14.2 In the event of the first poor performance through the failure to deliver KPIs to time and of appropriate quality, the customer shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements in this statement.

14.3 If poor performance continues, following formal written warnings, early termination of the Contract will also be considered.

## 15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

15.1 Any data provided by the Customer shall not be used or shared with colleagues that do not work on the project, and shall be owned by the Cabinet Office (CO). It will become officially sensitive upon receipt and shall be treated as such.

## 16. PAYMENT AND INVOICING

16.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

16.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

16.3 Invoices should be submitted to:

REDACTED TEXT under FOIA Section 40, Personal Information

1. **CONTRACT MANAGEMENT**

17.1 Attendance at Contract Review meetings shall be at the Supplier’s own expense.

## 18. LOCATION

18.1 REDACTED TEXT under FOIA Section 40, Personal Information

 Joint Schedule 1 (Definitions)

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings"** as references to obligations under the Contract;

1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

1.3.12 where the Client is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

1. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
2. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

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

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

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

|  |  |
| --- | --- |
| **"Additional** **Insurances"**  | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);  |
| **"Admin Fee”**  | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/managementinformation/admin-fees;  |
| **“Advertising** **Regulations”**  | a present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Deliverables;  |
| **"Affected Party"**  | the Party seeking to claim relief in respect of a Force Majeure Event;  |
| **"Affiliates"**  | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;  |

|  |  |  |
| --- | --- | --- |
| **“Agency”**  |  | the person, firm or company identified in the Framework Award Form;  |
| **"Agency Assets"**  |  | all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;  |
| **"Agency Authorised** **Representative"**  |  | the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;  |
| **"Agency’s** **Confidential** **Information"**  |  |  any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency;  |
|  | ) |  any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency’s attention or into the Agency’s possession in connection with a Contract; Information derived from any of (a) and (b) above;  |
| **"Agency's Contract** **Manager”**  |  | the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Client prior to the appointment;  |
| **"Agency Equipment"**  |  | The Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;  |
| **"Agency Marketing** **Contact"**  |  | shall be the person identified in the Framework Award Form;  |
| **"Agency Non-****Performance"**  |  | where the Agency has failed to:  Achieve a Milestone by its Milestone Date;  |
|  | ) |  provide the Service and/or Goods in accordance with the Service Levels; and/or comply with an obligation under a Contract;  |
| **"Agency Profit"**  |  | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;  |
| **"Agency Profit** **Margin"**  |  | in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;  |

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| **"Agency Staff"**  |  | all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency’s obligations under a Contract;  |
| **"Audit"**  |  | the Relevant Authority’s right to: ) verify the accuracy of the Charges and any other amounts payable by a Client under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);  |
|  | b) |  verify the costs of the Agency (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services;  |
|  |  | ) verify the Open Book Data;  |
|  | d) |  verify the Client’s and each Subcontractor’s compliance with the Contract and applicable Law; ) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Agency of the purpose or objective of its investigations;  |
|  | ) |  identify or investigate any circumstances which may impact upon the financial stability of the Agency, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; ) obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;  |
|  | h) |  review any books of account and the internal contract management accounts kept by the Agency in connection with each Contract including job or activity level accounts and reconciliations of estimated to actual Charges and costs (including the costs of all Subcontractors, any thirdparty suppliers, any group or associated companies and any travel and subsistence costs recharged by the Agency);  |
|  | ) |  carry out the Relevant Authority’s internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;  |
|  | ) |  enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; ) monitor the performance of a Statement of Work against its objectives; or  |

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| ) |  verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;  |
|  **"Auditor"** ) |  the Relevant Authority’s internal and external auditors;  |
| b) |  the Relevant Authority’s statutory or regulatory auditors;  |
|  | ) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;  |
| d) |  HM Treasury or the Cabinet Office or GCS; ) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and  |
| ) |  successors or assigns of any of the above;  |
| **“Authorised Client** **Approver”**  | any personnel of the Client who have the authority to contractually bind the Buyer in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Agency must be notified if they change;  |
| **“Authorised Agency** **Approver”**  | any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Buyer must be notified if they change;  |
| **"Authority"**  | CCS and each Client;  |
| **"Authority Cause"**  | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Agency;  |
| **"BACS"**  | the Bankers’ Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;  |
| **"Beneficiary"**  | a Party having (or claiming to have) the benefit of an indemnity under this Contract;  |
| **“Branding Guidance”**  | the agency marketing toolkit which includes logos and guidance provided by CCS to the Agency;  |
| **"Brief"**  | a statement issued by the Client detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure and included as Call-Off Schedule 20 (Call-Off Specification);  |
| **"Buyer"**  | means the Client;  |

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| **"Buyer Assets"**  | the Client’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;  |
| **"Buyer Authorised** **Representative"**  | the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;  |
| **"Buyer Premises"**  | premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);  |
| **"Call-Off Contract"**  | the contract between the Client and the Agency (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form including any subsequently agreed Statements of Work;  |
| **"Call-Off Contract** **Period"**  | the Contract Period in respect of the Call-Off Contract;  |
| **"Call-Off Expiry** **Date"**  | the scheduled date of the end of a Call-Off Contract as stated in the Order Form;  |
| **"Call-Off** **Incorporated Terms"**  | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;  |
| **"Call-Off Initial** **Period"**  | the Initial Period of a Call-Off Contract specified in the Order Form;  |
| **"Call-Off Optional** **Extension Period"**  | such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;  |
| **"Call-Off Procedure"**  | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);  |
| **"Call-Off Special** **Terms"**  | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;  |
| **"Call-Off Start Date"**  | the date of start of a Call-Off Contract as stated in the Order Form;  |
| **"CCS"**  | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;  |
| **"CCS Authorised** **Representative"**  | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;  |

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| **"Central** **Government Body"**  | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;  |
| **"Change in Law"**  | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;  |
| **"Change of Control"**  | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;  |
| **"Charges"**  | the prices (exclusive of any applicable VAT), payable to the Agency by the Client under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Agency of its obligations under the Call-Off Contract less any Deductions and the GCS Management Charge;  |
| **"Claim"**  | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;  |
| **“Client”**  | the relevant public sector purchaser identified as such in the Order Form;  |
| **"Client Assets"**  | the Client’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;  |
| **"Client Authorised** **Representative"**  | the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;  |
| **"Client Premises"**  | premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);  |
| **"Commercially** **Sensitive** **Information"**  | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Agency, its IPR or its business or which the Agency has indicated to the Authority that, if disclosed by the Authority, would cause the Agency significant commercial disadvantage or material financial loss;  |

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| **"Comparable** **Supply"**  | the supply of Deliverables to another Client of the Agency that are the same or similar to the Deliverables;  |
| **"Compliance Officer"**  | the person(s) appointed by the Agency who is responsible for ensuring that the Agency complies with its legal obligations;  |
| **"Confidential** **Information"**  | means any information, however and whenever it is conveyed, that relates to the business, affairs, developments, trade secrets, Briefs, Know-How, personnel and suppliers of CCS, the Client or the Agency, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential;  |
| **"Conflict of Interest"**  | a conflict between the financial or personal duties of the Agency or the Agency Staff and the duties owed to CCS or any Client under a Contract, in the reasonable opinion of the Client or CCS;  |
| **"Contract"**  | either the Framework Contract or the Call-Off Contract, as the context requires;  |
| **"Contract Period"**  | the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: 1. applicable Start Date; or
2. the Effective Date up to and including the applicable End Date;
 |
| **"Contract Value"**  | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Agency;  |
| **"Contract Year"**  | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;  |
| **"Control"**  | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly;  |
| **“Controller”**  | has the meaning given to it in the UK GDPR;  |
| **“Core Terms”**  | CCS’ terms and conditions for common goods and services which govern how Agencys must interact with CCS and Clients under Framework Contracts and Call-Off Contracts;  |
| **"Costs"**  | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Agency in providing the Deliverables:  |
|  | a) the cost to the Agency or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Agency Staff, including:  |

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|  |  | base salary paid to the Agency Staff; employer’s National Insurance contributions;  |
|  |  | ) pension contributions;  |
|  |  | ) car allowances; any other contractual employment benefits;  |
|  |  | ) staff training; 1. work place accommodation;
2. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
 |
|  |  | ) reasonable recruitment costs, as agreed with the Client;  |
|  | b) |  costs incurred in respect of Agency Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Agency Assets by the Agency to the Client or (to the extent that risk and title in any Agency Asset is not held by the Agency) any cost actually incurred by the Agency in respect of those Agency Assets;  |
|  |  | ) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Agency in the provision of the Deliverables; and  |
|  | d) |  Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: Overhead; financing or similar costs; ) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Agency Assets or otherwise;  |
|  | ) |  taxation; ) fines and penalties;  |
|  | h) |  amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and  |
|  | ) |  non-cash items (including depreciation, amortisation, impairments and movements in provisions);  |
| **"CRTPA"**  |  | the Contract Rights of Third Parties Act 1999;  |

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| **“Data Protection** **Impact Assessment”**  | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;  |
| **"Data Protection** **Legislation"**  | The UK GDPR, as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;  |
| **“Data Protection** **Liability Cap”**  | the amount specified in the Framework Award Form;  |
| **"Data Protection** **Officer"**  | has the meaning given to it in the UK GDPR;  |
| **"Data Subject"**  | has the meaning given to it in the UK GDPR;  |
| **"Data Subject Access** **Request"**  | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;  |
| **"Deductions"**  | all Delay Payments (if applicable), or any other deduction which the Client is paid or is payable to the Client under a Call-Off Contract;  |
| **"Default"**  | any breach of the obligations of the Agency (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Agency, of its Subcontractors or any Agency Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Agency is liable to the Relevant Authority;  |
| **"Default** **Management** **Charge"**  | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);  |
| **"Delay Payments"**  | the amounts (if any) payable by the Agency to the Client in respect of a delay in respect of a Milestone as specified in the Implementation Plan;  |
| **"Deliverables"**  | Service and/or Goods that may be ordered under the Contract including the Documentation;  |
| **"Delivery"**  | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Client by the either (a) confirmation in writing to the Agency; or (b) where CallOff Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly;  |
| **"Disclosing Party"**  | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);  |

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| **"Dispute"**  |  | any claim, dispute or difference (whether contractual or noncontractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;  |
| **"Dispute Resolution** **Procedure"**  |  | the dispute resolution procedure set out in Clause 34 (Resolving disputes);  |
| **"Documentation"**  |  | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Agency to the Client under a Contract as:  would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables  |
|  | ) |  is required by the Agency in order to provide the Deliverables; and/or  has been or shall be generated for the purpose of providing the Deliverables;  |
| **"DOTAS"**  |  | the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;  |
| **“DPA 2018”**  |  | the Data Protection Act 2018;  |
| **"Due Diligence** **Information"**  |  | any information supplied to the Agency by or on behalf of the Authority prior to the Start Date;  |
| **“Effective Date”**  |  | the date on which the final Party has signed the Contract;  |
| **"EIR"**  |  | the Environmental Information Regulations 2004;  |
| **“Electronic Invoice”**  |  | an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;  |
| **"Employment** **Regulations"**  | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;  |
| **"End Date"**  | the earlier of:  the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or  |
| ) |  if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;  |
| **"Environmental** **Policy"**  | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Client;  |
| **"Equality and Human** **Rights Commission"**  | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;  |
| **“Estimated Year 1** **Charges”**  | the anticipated total Charges payable by the Client in the first Contract Year specified in the Order Form;  |

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| **"Estimated Yearly** **Charges"**  | means for the purposes of calculating each Party’s annual liability under clause 11.2: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;  |
| “**Exempt Buyer**”  | a public sector purchaser that is: 1. eligible to use the Framework Contract; and
2. is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:

i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); * 1. the Defence and Security Public Contracts Regulations 2011 (SI

2011/1848); * 1. the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council;
 |
|  | vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;  |
| “**Exempt Call-off** **Contract**”  | the contract between the Exempt Buyer and the Agency for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;  |
| “**Exempt Procurement** **Amendments**”  | any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;  |

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| **"Existing IPR"**  | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);  |
| **“Exit Day”**  | shall have the meaning in the European Union (Withdrawal) Act 2018;  |
| **"Expiry Date"**  | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);  |
| **"Extension Period"**  | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;  |
| **"FOIA"**  | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;  |
| **"Force Majeure Event"**  | any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: 1. riots, civil commotion, war or armed conflict;
2. acts of terrorism;
3. acts of government, local government or regulatory bodies;
4. fire, flood, storm or earthquake or other natural disaster,

but excluding any industrial dispute relating to the Agency, the Agency Staff or any other failure in the Agency or the Subcontractor's supply chain;  |

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| **"Force Majeure** **Notice"**  | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;  |
| **"Framework Award** **Form"**  | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Agency and CCS;  |
| **"Framework Contract"**  | the framework agreement established between CCS and the Agency in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Clients by the Agency pursuant to the FTS Notice;  |
| **"Framework Contract** **Period"**  | the period from the Framework Start Date until the End Date of the Framework Contract;  |
| **"Framework Expiry** **Date"**  | the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;  |
| **"Framework** **Incorporated Terms"**  | the contractual terms applicable to the Framework Contract specified in the Framework Award Form;  |
| **"Framework Optional** **Extension Period"**  | such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;  |
| **"Framework Price(s)"**  | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);  |
| **"Framework Special** **Terms"**  | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;  |
| **"Framework Start** **Date"**  | the date of start of the Framework Contract as stated in the Framework Award Form;  |
| **“Framework** **Suppliers”**  | all suppliers able to bid for work following the conclusion of the procurement under the FTS Notice;  |
| **"Framework Tender** **Response"**  | the tender submitted by the Agency to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);  |
| **"Further Competition** **Procedure"**  | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);  |
| **"GCS"**  | the professional body for public service communicators working in government departments, agencies and arm’s length bodies;  |
| **“GCS Management** **Charge”**  | the sum specified in the Framework Award Form payable by Central Government Bodies to the Agency on behalf of CCS;  |
| **"General Anti-Abuse** **Rule"**  | a) the legislation in Part 5 of the Finance Act 2013 and; and  |

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|  | b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;  |
| **"General Change in** **Law"**  | a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Agency) or which affects or relates to a Comparable Supply;  |
| **"Goods"**  | goods made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;  |
| **"Good Industry** **Practice"**  | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;  |
| **"Government"**  | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;  |
| **"Government Data"**  | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority’s Confidential Information, and which: i) are supplied to the Agency by or on behalf of the Authority; or ii) the Agency is required to generate, process, store or transmit pursuant to a Contract;  |
| **"Guarantor"**  | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;  |
| **"Halifax Abuse** **Principle"**  | the principle explained in the CJEU Case C-255/02 Halifax and others;  |
| **"HMRC"**  | Her Majesty’s Revenue and Customs;  |
| **"ICT Policy"**  | the Client's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency), as updated from time to time in accordance with the Variation Procedure;  |
| **"Impact Assessment"**  | an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:  |

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|  | 1. details of the impact of the proposed Variation on the

Deliverables and the Agency's ability to meet its other obligations under the Contract; 1. details of the cost of implementing the proposed Variation;
2. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
3. a timetable for the implementation, together with any proposals for the testing of the Variation; and
4. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
 |
| **"Implementation** **Plan"**  | the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Agency and the Client;  |
| **"Indemnifier"**  | a Party from whom an indemnity is sought under this Contract;  |
| **“Independent Control”**  | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “**Independent Controller**” shall be construed accordingly;  |
| **"Indexation"**  | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;  |
| **"Information"**  | has the meaning given under section 84 of the Freedom of Information Act 2000;  |
| **"Information** **Commissioner"**  | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;  |
| **"Initial Period"**  | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;  |
| **"Insolvency Event"**  | with respect to any person, means: (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or  |

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|  | (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; 1. that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
2. another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
3. a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within 14 days;
4. that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
5. where that person is a company, a LLP or a partnership:
6. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
8. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
9. (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or

(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;  |

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| **"Intellectual Property** **Rights" or "IPR"**  | 1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
2. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
3. all other rights having equivalent or similar effect in any country or jurisdiction;
 |
| **"Invoicing Address"**  | the address to which the Agency shall invoice the Client as specified in the Order Form;  |
| **"IPR Claim"**  | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Agency (or to which the Agency has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;  |
| **"IR35"**  | the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: [https://www.gov.uk/guidance/ir35-find-out-if-it-applies;](https://www.gov.uk/guidance/ir35-find-out-if-it-applies)  |
| **“Joint Controller** **Agreement”**  | the agreement (if any) entered into between the Relevant Authority and the Agency substantially in the form set out in Annex 2 of Joint Schedule 11 (*Processing Data*);  |
| **“Joint Controllers”**  | where two or more Controllers jointly determine the purposes and means of Processing;  |
| **"Key Performance Indicators" or "KPIs"**  | the performance measurements and targets in respect of the Agency’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);  |
| **"Key Staff"**  | the individuals (if any) identified as such in the Order Form;  |
| **"Key Sub-Contract"**  | each Sub-Contract with a Key Subcontractor;  |
| **"Key Subcontractor"**  | any Subcontractor: 1. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or
2. which, in the opinion of CCS or the Client performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
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|  | c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Agency shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;  |
| **"Know-How"**  | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date;  |
| **"Law"**  | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;  |
| **"Letter of** **Appointment** **Template"**  | the template in Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules);  |
| **"Losses"**  | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;  |
| **"Lots"**  | the number of lots specified in Framework Schedule 1 (Specification), if applicable;  |
| **"Management** **Charge"**  | the sum specified in the Framework Award Form payable by the Agency to CCS in accordance with Framework Schedule 5 (Management Charges and Information);  |
| **"Management Information" or “MI”**  | the management information specified in Framework Schedule 5 (Management Charges and Information);  |
| **“MI Default”**  | means whentwo (2) MI Reports are not provided in any rolling six (6) month period  |
| **"MI Failure"**  | means when an MI report: 1. contains any material errors or material omissions or a missing mandatory field; or
2. is submitted using an incorrect MI reporting Template; or
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|  | c) is not submitted by the reporting date (including where a declaration of no business should have been filed);  |
| **"MI Report"**  | means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);  |
| **"MI Reporting** **Template"**  | means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Agency is required to supply to the Authority;  |
| **"Milestone"**  | an event or task described in the Implementation Plan;  |
| **"Milestone Date"**  | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;  |
| **"Month"**  | a calendar month and "**Monthly**" shall be interpreted accordingly;  |
| **“Moral Rights”**  | all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;  |
| **"National Insurance"**  | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);  |
| **"New IPR"**  | 1. IPR in items created by the Agency (or by a third party on behalf of the Agency) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or
2. IPR in or arising as a result of the performance of the Agency’s obligations under a Contract and all updates and amendments to the same;

but shall not include the Agency’s Existing IPR;  |
| **"Occasion of Tax Non–****Compliance"**  | where: a) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: i) a Relevant Tax Authority successfully challenging the Agency under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Agency was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or  |

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|  | b) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;  |
| **"Open Book Data"**  | complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to: 1. the Agency’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
2. operating expenditure relating to the provision of the Deliverables including an analysis showing:
	1. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
	2. staff costs broken down into the number and grade/role of all Agency Staff (free of any contingency) together with a list of actual hours worked from the time recording system and agreed rates against each grade;
	3. a list of Costs underpinning those rates for each grade, being the agreed rate less the Agency Profit Margin; and
	4. Reimbursable Expenses, if allowed under the Order Form; c) Overheads;
3. all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables;
4. the Agency Profit achieved over the Framework Contract Period and on an annual basis;
5. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Agency;
6. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
7. the actual Costs profile for each Service Period;
 |
| **"Order"**  | means an order for the provision of the Deliverables placed by a Client with the Agency under a Contract;  |

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| **"Order Form"**  | a completed Letter of Appointment Template (or equivalent information issued by the Client) used to create a Call-Off Contract;  |
| **"Other Contracting** **Authority"**  | any actual or potential Client under the Framework Contract;  |
| **"Overhead"**  | those amounts which are intended to recover a proportion of the Agency’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Agency Staff and accordingly included within limb (a) of the definition of "Costs";  |
| **"Parliament"**  | takes its natural meaning as interpreted by Law;  |
| **"Party"**  | in the context of the Framework Contract, CCS or the Agency, and in the in the context of a Call-Off Contract the Client or the Agency. "**Parties**" shall mean both of them where the context permits;  |
| **"Personal Data"**  | has the meaning given to it in the UK GDPR;  |
| **“Personal Data** **Breach”**  | has the meaning given to it in the UK GDPR;  |
| **“Personnel”**  | all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;  |
| **"Prescribed Person"**  | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: [https://www.gov.uk/government/publications/blowing-the-whistle-listof-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribedpeople-and-bodies;](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies)  |
| **“Processing”**  | has the meaning given to it in the GDPR;  |
| **“Processor”**  | has the meaning given to it in the GDPR;  |
| **"Progress Meeting"**  | a meeting between the Client Authorised Representative and the Agency Authorised Representative;  |
| **"Progress Meeting** **Frequency"**  | the frequency at which the Agency shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;  |
| **“Progress Report”**  | a report provided by the Agency indicating the steps taken to achieve Milestones or delivery dates;  |
| **“Progress Report** **Frequency”**  | the frequency at which the Agency shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;  |

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| **“Prohibited Acts”**  | 1. to directly or indirectly offer, promise or give any person working for or engaged by a Client or any other public body a financial or other advantage to:
	1. induce that person to perform improperly a relevant function or activity; or
	2. reward that person for improper performance of a relevant function or activity;
2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each

Contract; or 1. committing any offence:
	1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
	2. under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a

Buyer or other public body; or 1. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
 |
| **"Proposal"**  | the tender submitted by the Agency in response to the Client’s Brief following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Proposal);  |
| **“Protective Measures”**  | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.  |
| **“Recall”**  | a request by the Agency to return Goods to the Agency or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;  |
| **"Recipient Party"**  | the Party which receives or obtains directly or indirectly Confidential Information;  |

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| **"Rectification Plan"**  | The Agency’s plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: 1. full details of the Default that has occurred, including a root cause analysis;
2. the actual or anticipated effect of the Default; and
3. the steps which the Agency proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
 |
| **"Rectification Plan** **Process"**  | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);  |
| **"Regulations"**  | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);  |
| **"Reimbursable** **Expenses"**  | the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Client's expenses policy current from time to time, but not including: 1. travel expenses incurred as a result of Agency Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
2. subsistence expenses incurred by Agency Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
 |
| **"Relevant Authority"**  | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;  |
| **"Relevant Authority's** **Confidential** **Information"**  | 1. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant

Authority (including all Relevant Authority Existing IPR and New IPR); 1. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority’s attention or into the Relevant

Authority’s possession in connection with a Contract; and information derived from any of the above;  |

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| **"Relevant Requirements"**  | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;  |
| **"Relevant Tax** **Authority"**  | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Agency is established;  |
| **"Reminder Notice"**  | a notice sent in accordance with Clause 10.5 given by the Agency to the Client providing notification that payment has not been received on time;  |
| **"Replacement** **Deliverables"**  | any deliverables which are substantially similar to any of the Deliverables and which the Client receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Client internally and/or by any third party;  |
| **"Replacement** **Subcontractor"**  | a Subcontractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);  |
| **"Replacement** **Agency"**  | any third-party provider of Replacement Deliverables appointed by or at the direction of the Client from time to time or where the Client is providing Replacement Deliverables for its own account, shall also include the Client;  |
| **"Request For** **Information"**  | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;  |
| **"Required Insurances"**  | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;  |
| **"Satisfaction** **Certificate"**  | the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Agency has met all of the requirements of an Order, Achieved a Milestone or a Test;  |
| **"Security** **Management Plan"**  | the Agency's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);  |
| **"Security Policy"**  | the Client's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency) , as updated from time to time and notified to the Agency;  |
| **"Self Audit Certificate"**  | means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);  |
| **"Serious Fraud Office"**  | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;  |
| **“Service Levels”**  | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels)  |

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|  | is used in this Contract, are specified in the Annex to Part A of such Schedule);  |
| **"Service Period"**  | has the meaning given to it in the Order Form;  |
| **"Services"**  | services made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;  |
| **"Service Transfer"**  | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Agency or any Subcontractor to a Replacement Agency or a Replacement Subcontractor;  |
| **"Service Transfer** **Date"**  | the date of a Service Transfer;  |
| **"Sites"**  | any premises (including the Buyer Premises, the Agency’s premises or third party premises) from, to or at which: 1. the Deliverables are (or are to be) provided; or
2. the Agency manages, organises or otherwise directs the provision or the use of the Deliverables;
 |
| **"SME"**  | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;  |
| **"Special Terms"**  | any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;  |
| **"Specific Change in** **Law"**  | a Change in Law that relates specifically to the business of the Client and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;  |
| **"Specification"**  | the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;  |
| **"Standards"**  | any: 1. standards published by BSI British Standards, the National

Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with; 1. standards detailed in the specification in Schedule 1 (Specification);
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|  | 1. standards detailed by the Client in the Order Form or agreed between the Parties from time to time;
2. relevant Government codes of practice and guidance applicable from time to time;
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| **"Start Date"**  | in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;  |
| **“Statement of Work”**  | a supplemental Order under a Call-Off Contract to refine the Deliverables needed to complete the Brief;  |
| **"Storage Media"**  | the part of any device that is capable of storing and retrieving data;  |
| **"Sub-Contract"**  | any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: 1. provides the Deliverables (or any part of them);
2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
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| **"Subcontractor"**  | any person other than the Agency, who is a party to a Sub-Contract and the servants or agents of that person;  |
| **"Subprocessor"**  | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;  |
| **"Supplier"**  | means the Agency;  |
| **"Supplier Assets"**  | all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;  |
| **"Supplier Authorised** **Representative"**  | the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;  |
| **"Supplier's** **Confidential** **Information"**  | 1. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency;
2. any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency’s attention or into the Agency ’s possession in connection with a Contract;
3. Information derived from any of (a) and (b) above;
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| **"Supplier's Contract** **Manager”**  | the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Buyer prior to the appointment;  |
| **"Supplier Equipment"**  | the Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;  |
| **"Supplier Marketing** **Contact"**  | shall be the person identified in the Framework Award Form;  |
| **"Supplier Non-****Performance"**  | where the Agency has failed to: 1. Achieve a Milestone by its Milestone Date;
2. provide the Goods and/or Services in accordance with the Service Levels; and/or
3. comply with an obligation under a Contract;
 |
| **"Supplier Profit"**  | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;  |
| **"Supplier Profit** **Margin"**  | in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;  |
| **"Supplier Staff"**  | all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency’s obligations under a Contract;  |
| **"Supporting** **Documentation"**  | sufficient information in writing to enable the Client to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;  |
| **“Tax”**  | 1. all forms of taxation whether direct or indirect;
2. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
3. all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
4. any penalty, fine, surcharge, interest, charges or costs relating to any of the above,
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|  | in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;  |
| **"Termination Notice"**  | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;  |
| **"Territory"**  | The United Kingdom, unless specified otherwise in the applicable Statement of Work. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide  |
| **"Test Issue"**  | any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;  |
| **"Test Plan"**  | a plan: 1. for the Testing of the Deliverables; and
2. setting out other agreed criteria related to the achievement of Milestones;
 |
| **"Tests"**  | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "**Tested**" and “**Testing**” shall be construed accordingly;  |
| **"Third Party IPR"**  | Intellectual Property Rights owned by a third party which is or will be used by the Agency for the purpose of providing the Deliverables;  |
| **"Transferring Supplier** **Employees"**  | those employees of the Agency and/or the Agency’s Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;  |
| **"Transparency** **Information"**  | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – 1. any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and
2. Commercially Sensitive Information;
 |
| **"Transparency** **Reports"**  | the information relating to the Deliverables and performance of the Contracts which the Agency is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);  |
| **"UK GDPR"**  | the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);  |
| **"Variation"**  | any change to a Contract;  |
| **"Variation Form"**  | the form set out in Joint Schedule 2 (Variation Form);  |
| **"Variation Procedure"**  | the procedure set out in Clause 24 (Changing the contract);  |
| **"VAT"**  | value added tax in accordance with the provisions of the Value Added Tax Act 1994;  |
| **"VCSE"**  | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;  |
| **"Worker"**  | any one of the Agency Staff which the Client, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;  |
| **"Working Day"**  | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;  |
| **"Work Day"**  | 8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and  |
| **"Work Hours"**  | the hours spent by the Agency Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Agency's offices, or to and from the Sites) but excluding lunch breaks.  |

### Joint Schedule 2 (Variation Form)

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

|  |
| --- |
| **Contract Details**  |
| This variation is between:  | [delete as applicable: CCS / Client] ("CCS” “the Client") And [insert name of Agency] ("the Agency")  |
| Contract name:  | [insert name of contract to be changed] (“the Contract”)  |
| Contract reference number:  | [insert contract reference number]  |
| Details of Proposed Variation  |
| Variation initiated by:  | [delete as applicable: CCS/Client/Agency]  |
| Variation number:  | [insert variation number]  |
| Date variation is raised:  | [insert date]  |
| Proposed variation  |   |
| Reason for the variation:  | [insert reason]  |
| An Impact Assessment shall be provided within:  | [insert number] days  |
| Impact of Variation  |
| Likely impact of the proposed variation:  | [Agency to insert assessment of impact]  |
| Outcome of Variation  |
| Contract variation:  | This Contract detailed above is varied as follows: ● [CCS/Client to insert original Clauses or Paragraphs to be varied and the changed clause]  |
| Financial variation:  | Original Contract Value:  | £ [insert amount]  |
| Additional cost due to variation:  | £ [insert amount]  |
| New Contract value:  | £ [insert amount]  |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: CCS / Client]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

 Signature

 Date

 Name (in Capitals)

 Address

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

 Signature

 Date

 Name (in Capitals)

 Address

### Joint Schedule 3 (Insurance Requirements)

#### 7. THE INSURANCE YOU NEED TO HAVE

7.1 The Agency shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form)

("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Agency shall ensure that each of the Insurances is effective no later than:

7.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

 7.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

7.2 The Insurances shall be:

 7.2.1 maintained in accordance with Good Industry Practice;

7.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

7.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

 7.2.4 maintained for at least six (6) years after the End Date.

7.3 The Agency shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Agency is legally liable.

#### 8. HOW TO MANAGE THE INSURANCE

8.1 Without limiting the other provisions of this Contract, the Agency shall:

 8.1.1 take or procure the taking of all reasonable risk management and risk control

measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

8.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Agency is or becomes aware; and

8.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

#### 9. WHAT HAPPENS IF YOU AREN’T INSURED

9.1 The Agency shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

9.2 Where the Agency has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Agency to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Agency.

#### 10. EVIDENCE OF INSURANCE YOU MUST PROVIDE

10.1 The Agency shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

#### 11. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT

11.1 The Agency shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Agency shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

#### 12. CANCELLED INSURANCE

12.1 The Agency shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

12.2 The Agency shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Agency shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

#### 13. INSURANCE CLAIMS

13.1 The Agency shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Agency shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

13.2 Except where the Relevant Authority is the claimant party, the Agency shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be

made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

13.3 Where any Insurance requires payment of a premium, the Agency shall be liable for and shall promptly pay such premium.

13.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Agency shall be liable for such excess or deductible. The Agency shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

##### ANNEX: REQUIRED INSURANCES

The Agency shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and
3. employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than with a minimum limit of indemnity as required by Law.

**Joint Schedule 4 (Commercially Sensitive Information)**

### To be confirmed on award

1. **What is the Commercially Sensitive Information?**
	1. In this Schedule the Parties have sought to identify the Agency'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.
	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).
	3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

REDACTED TEXT under FOIA Section 43, Commercial Interests

### Joint Schedule 5 (Corporate Social Responsibility)

####  What we expect from the Agency

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

[(https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

[646497/2017-09-](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

[13\_Official\_Sensitive\_Supplier\_Code\_of\_Conduct\_September\_2017.pdf)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Agency acknowledges that the Client may have additional requirements in relation to corporate social responsibility. The Client expects that the Agency and its Subcontractors will comply with such corporate social responsibility requirements as the Client may notify to the Agency from time to time.

#### 2. Equality and Accessibility

2.1 In addition to legal obligations, the Agency shall support CCS and the Client in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

#### 3. Modern Slavery, Child Labour and Inhumane Treatment

 **"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report>or by telephone on 08000 121 700.

3.1 The Agency:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Agency Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Client and Modern Slavery Helpline.

#### 4. Income Security

4.1 The Agency shall:

4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2 ensure that all Agency Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

 4.1.3 not make deductions from wages:

1. as a disciplinary measure
2. except where permitted by law; or
3. without expressed permission of the worker concerned;

 4.1.4 record all disciplinary measures taken against Agency Staff; and

4.1.5 ensure that Agency Staff are engaged under a recognised employment relationship established through national law and practice.

#### 5. Working Hours

5.1 The Agency shall:

5.1.1 ensure that the working hours of Agency Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Agency Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

 5.1.3 ensure that use of overtime used responsibly, taking into account:

1. the extent;
2. frequency; and
3. hours worked;

by individuals and by the Agency Staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
	2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
		1. this is allowed by national law;
		2. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce;

 appropriate safeguards are taken to protect the workers’ health and safety; and

* + 1. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

1.4 All Agency Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

#### 2. Sustainability

2.1 The Agency shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

[https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

**Joint Schedule 6 (Key Subcontractors)**

Not applicable

 **Joint Schedule 7 (Financial Difficulties)**

Not applicable

**Joint Schedule 8 (Guarantee)**

Not applicable

### Joint Schedule 10 (Rectification Plan)

|  |
| --- |
| **Request for [Revised] Rectification Plan**  |
| Details of the Default:  | [Guidance: Explain the Default, with clear schedule and clause references as appropriate]  |
| Deadline for receiving the [Revised] Rectification Plan:  | [add date (minimum 10 days from request)]   |
| Signed by [CCS/Client]:  |   | Date:  |   |
| **Agency [Revised] Rectification Plan**  |
| Cause of the Default  | [add cause]  |
| Anticipated impact assessment:  | [add impact]  |
| Actual effect of Default:  | [add effect]  |
| Steps to be taken to rectification:  | Steps  | Timescale  |
| 1.  | [date]  |
| 2.  | [date]  |
| 3.  | [date]  |
| 4.  | [date]  |
| […]  | [date]  |
| Timescale for complete Rectification of Default  | [X] Working Days  |
| Steps taken to prevent recurrence of Default  | Steps  | Timescale  |
| 1.  | [date]  |
| 2.  | [date]  |
| 3.  | [date]  |
| 4.  | [date]  |
| […]  | [date]  |
|  Signed by the Agency:  |   |  Date:  |    |
| **Review of Rectification Plan** [CCS/Client]  |
| Outcome of review  | [Plan Accepted] [Plan Rejected] [Revised Plan Requested]  |
| Reasons for Rejection (if applicable)  | [add reasons]  |
| Signed by [CCS/Client]  |   | Date:  |   |

### Joint Schedule 11 (Processing Data)

#### Definitions

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

|  |  |
| --- | --- |
| **“Processor** **Personnel”**  | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; and  |
| **"Supplier"**  | means the Agency;  |

#### Status of the Controller

**2.** The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

(a) “Controller” in respect of the other Party who is “Processor”; (b) “Processor” in respect of the other Party who is “Controller”;

1. “Joint Controller” with the other Party;
2. “Independent Controller” of the Personal Data where the other Party is also

“Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation. **Where one Party is Controller and the other Party its Processor**

1. 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.
2. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
3. 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:
4. a systematic description of the envisaged Processing and the purpose of the Processing;
5. an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
6. an assessment of the risks to the rights and freedoms of Data Subjects; and
7. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

**6.** The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

1. 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;
2. 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:
	5. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));
	6. 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:
		1. 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*);
		2. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
		3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
		4. have undergone adequate training in the use, care, protection and handling of Personal Data;
1. 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 UK GDPR Article

46 or LED Article 37) as determined by the Controller;

* 1. the Data Subject has enforceable rights and effective legal remedies;
	2. 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
	3. 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
1. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

**7.** Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

1. receives a Data Subject Access Request (or purported Data Subject Access Request);
2. receives a request to rectify, block or erase any Personal Data;
3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
5. 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.
6. 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.
7. Taking into account the nature of the Processing, the Processor shall provide the

Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

1. the Controller with full details and copies of the complaint, communication or request;
2. 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;
3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
4. assistance as requested by the Controller following any Personal Data Breach; and/or
5. assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.

**10.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

1. the Controller determines that the Processing is not occasional;
2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
4. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
5. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
6. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
7. notify the Controller in writing of the intended Subprocessor and Processing;
8. obtain the written consent of the Controller;
9. 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
10. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
11. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
12. The Relevant Authority may, at any time on not less than thirty (30) Working Days’ notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable

certification scheme (which shall apply when incorporated by attachment to the Contract).

1. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Relevant Authority may on not less than thirty (30) Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office. **Where the Parties are Joint Controllers of Personal Data**
2. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

#### Independent Controllers of Personal Data

1. 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.

1. 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.
2. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 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.
3. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
4. The Parties shall only provide Personal Data to each other:
5. to the extent necessary to perform their respective obligations under the Contract;
6. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
7. where it has recorded it in Annex 1 *(Processing Personal Data).*
8. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of

security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

1. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
2. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **(“Request Recipient”)**:
3. 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
4. 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.

**26.** Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
2. implement any measures necessary to restore the security of any compromised Personal Data;
3. work with the other Party to make any required notifications to the Information

Commissioner’s Office and affected Data Subjects in accordance with the Data

Protection Legislation (including the timeframes set out therein); and

1. 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.
2. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*
3. Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.
4. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

#### Annex 1 - Processing Personal Data

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

1.1.1.1 The contact details of the Relevant Authority’s Data Protection Officer are:

REDACTED TEXT under FOIA Section 40, Personal Information

1.1.1.2 The contact details of the Supplier’s Data Protection Officer are:

REDACTED TEXT under FOIA Section 40, Personal Information

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description**  | **Details**  |
| Identity of Controller for each Category of Personal Data  | The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: As controller the Relevant Authority will provide the Supplier with relevant employee contact details who the agency will need to work with to fulfil the requirements of the contract. On occasion this may also include partners, customers or suppliers the authority is collaborating with to create content.   As processor the agency will only share within their organisation the contact details of these individuals as required to fulfil the requirements of the contract.   |
| Duration of the Processing  | Duration of contract  |
| Nature and purposes of the Processing  | As controller the Relevant Authority will provide the Supplier with relevant employee, partner, customer and supplier contact details who the agency will need to work with on the development and delivery of campaign assets as required in the contract. This will usually be members of the marcomms team but on occasion may also include members of other teams at the authority or external partners, agencies, customers or suppliers.   |
|  | As processor the agency will only share within their organisation the contact details of these individuals as required to fulfil the requirements of the contract. If at any stage this requires sharing of contact details with a 3rd party this will be agreed in advance with the individual.    |
| Type of Personal Data  | Contact details will include basic email signature information: name, job title, phone number and email address. It may also include office location if required for the purposes of the project.   |
| Categories of Data Subject  | Staff, agencies, partners, customers and suppliers  |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data  | *Data should be retained for the duration of the contract and securely removed from files / databases within 12 months of the end of the contract*  |

**Annex 2 - Joint Controller Agreement**

Not Applicable

### Joint Schedule 12 (Supply Chain Visibility)

Not Applicable