

Further Competition Order Form

CALL-OFF REFERENCE:	Jaeger Ref. No. 24156
THE BUYER:	Department for Work and Pensions (DWP)
BUYER ADDRESS:	Caxton House, Tothill Street, London, SW1H 9NA
SUPPLIER REFERENCE:	RM3808-1563
THE SUPPLIER:	Vodafone Limited
SUPPLIER ADDRESS:	Vodafone House, The Connection, Newbury, RG142FN
REGISTRATION NUMBER:	Companies House No 1471587
DUNS NUMBER:	226488435
SID4GOV ID:	Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19 February 2023.

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 4 – Inbound Telephony

CALL-OFF INCORPORATED TERMS:

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

1. This Order Form including the Call-Off Special Terms (themselves including the Special Call-Off Schedules set out below under the heading 'Call-Off Special Terms' including Special Call-Off Schedule 14 (Service Levels) and Special Call-Off Schedule 23 (Enhanced Security Requirements)).
2. Joint Schedule 1 (Definitions and Interpretation)
3. RM3808 Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3808
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for Project_5863 (ITT_7881)
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.5)
- 6. Joint Schedule 5 (Corporate Social Responsibility)
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above

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

For the avoidance of doubt, the following Schedules have been deemed not to be applicable to this Call-Off Contract:

- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 12 (Clustering)
- Call-Off Schedule 14 (Service Levels) (see Call-Off Special Terms)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 19 (Scottish Law)
- Call-Off Schedule 21 (Northern Ireland Law)
- Call-Off Schedule 22 (Supplier-Furnished Terms)

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CALL-OFF SPECIAL TERMS

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

Call-Off Special Term 1: Security

CST 1.1 The Supplier must comply with the security requirements set out in Special Call-Off Schedule 23 (Enhanced Security Requirements) which is appended to this Order Form. For the avoidance of doubt, this Special Call-Off Schedule 23 (Enhanced Security Requirements) shall form part of this Call-Off Contract and, if any conflicts arise, shall take precedence in accordance with the order of precedence set out above under 'Call-Off Incorporated Terms'.

Call-Off Special Term 2: Protection of Information

CST2.1 The Supplier and any of its Sub-contractors, shall not access, process, host or transfer Buyer Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this paragraph shall apply to Landed Resources.

CST2.2 Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Buyer Data from premises outside the United Kingdom:

- the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data;
- the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

Definitions: In this Call-Off Special Term 2, the following words have the following meanings, and they shall supplement Joint Schedule 1 (Definitions and Interpretation):

“Buyer Data” means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these), excluding any category of Personal Data, which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the Supplier by or on behalf of the Buyer; or
- (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Call-Off Contract.

“Landed Resources” means when the Supplier or its Subcontractor causes foreign nationals to be brought to the United Kingdom to provide the Services

“Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under stat-

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ute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Call-Off Contract or any other affairs of the Buyer and “Regulatory Body” shall be construed accordingly.

Call-Off Special Term 3: Service Levels

The Supplier must comply with the requirements set out in Special Call-Off Schedule 14 (Service Levels).

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CALL-OFF START DATE	19 February 2023
CALL-OFF EXPIRY DATE	18 February 2026
CALL-OFF INITIAL PERIOD	Three (3) Years
CALL-OFF OPTIONAL EXTENSION PERIOD	One (1) Year + One (1) Year

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

Thirty (30) Working Days

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

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

CALL-OFF CHARGES

The Supplier shall provide the Call-Off Deliverables in line with the charging information contained within Call-Off Schedule 5 (Pricing Details).

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

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

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS

In line with the Call-Off Specification requirement T16 which states the '*Supplier shall use electronic purchase to pay (P2P) routes, including e-Invoicing*' specifically Basware.

If the Buyer is not able to support this approach, invoices should be sent to both:
[REDACTED].

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

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BUYER'S ENVIRONMENTAL POLICY

The DWP procurement policies and procedures, including the “*Sustainable Procurement Strategy*” are published online at: [DWP procurement policies and procedures](#).

Two of the embedded links have been subsequently updated and are therefore included here:

- [Greening Government Commitments:](#)
<https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025>
- [Government Buying Standards:](#)
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

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

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

- Part C (No Staff Transfer On Start Date)
- Part D (Pensions) - Part D Annex D1 (CSPS)
- Part E (Staff Transfer on Exit)

If, during the contract term, either Party believes that any Buyer or Supplier Personnel may subsequently be employees to whom the Employment Regulations will apply on the Relevant Transfer Date, this shall be immediately brought to the other Party's attention and shall in any event be discussed at the next Operational Board.

QUALITY PLAN

The Supplier must provide the Buyer with a Quality Plan within twenty (20) Working Days

MAINTENANCE OF ICT ENVIRONMENT

The Supplier must provide a Maintenance Schedule to the Buyer for Approval within twenty (20) Working Days

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BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies.

In addition, the Supplier shall comply with: Call-Off Special Term 1 and the security requirements set out in special Call-Off Schedule 23 (Enhanced Security Requirements) which is appended to this Order Form; and Call-Off Special Term 2 (Protection of Information). For the avoidance of doubt, if any conflicts arise, any Special Terms and Call-Off special Schedules including special Call-Off Schedule 23 (Enhanced Security Requirements) shall take precedence over Call-Off Schedule 9 (Security) in accordance with the order of precedence set out above under 'Call-Off Incorporated Terms'.

BUYER'S SECURITY POLICY

Security Policy Compliance required in accordance with special Call-Off Schedule 23 (Enhanced Security Requirements) which is appended to this Order Form. For the avoidance of doubt, if any conflicts arise, any Special Terms and special Call-Off Schedules including special Call-Off Schedule 23 (Enhanced Security Requirements) shall take precedence over Call-Off Schedule 9 (Security) in accordance with the order of precedence set out above under 'Call-Off Incorporated Terms'.

The Buyer is transitioning from Security Management Plans and as such request Suppliers complete an annual Supplier Information Security Questionnaire ("ISQ") in accordance with special Call-Off Schedule 23 (Enhanced Security Requirements) Paragraph 6.

The ISQ is more closely aligned to the Buyer's security policies, standards and working practices and provides Suppliers a set template to detail their compliance to the Buyer's Security Requirements.

The Supplier will complete an ISQ as part of their Security Management Plan pursuant to Call-Off Schedule 9 (Security) Part B, Paragraph 4 and Security Audit and Assurance, that allows the Buyer to assess the Supplier's compliance with the Buyer's Security Schedule (Special Call-Off Schedule 23), the Security Policy, the Security Standards and Good Security Practice.

The completion of the ISQ shall not replace any other contractual requirements relating to Security Management Plan contained within this Call-Off Contract.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires a bespoke ISMS as set out in special Call-Off Schedule 23 (Enhanced Security Requirements) which is appended to this Order Form. For the avoidance of doubt, if any conflicts arise, any Special Terms and Call-Off special Schedules including special Call-Off Schedule 23 (Enhanced Security Requirements) shall take precedence over Call-Off Schedule 9 (Security) in accordance with the order of precedence set out above under 'Call-Off Incorporated Terms'.

For the purposes of the ISMS, special Call-Off Schedule 23 defines this as meaning "*the set of policies, processes and systems designed, implemented and maintained by the Supplier*

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to manage Information Security Risk as certified by ISO/IEC 27001". In line with this definition, the Buyer is seeking all relevant security documentation that supports the Service, likely the same documents used when achieving ISO27001 certification. Call-Off Schedule 9 will be interpreted accordingly, in line with clause 3.3.1 therein.

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Special Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits)

The required Service Maintenance Levels shall be as set out in Special Call-Off Schedule 14, Part B (Long Form Service Levels and Service Credits).

The Service Credit Cap is:

- a. in the period from the Call-Off Start Date to the end of the first Call Off Contract Year thirty-five per cent (35%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract up to the end of the month in respect of which Service Credits are accrued; and
- b. during the remainder of the Call Off Contract Period, thirty-five per cent (35%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.

The Service Period is: 1 Month

PERFORMANCE MONITORING

Additional performance monitoring required:

Yes, as appended at Special Call-Off Schedule 14 Part C Annex 1

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

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OPERATIONAL BOARD

Please refer to Call-Off Schedule 15 (Call-Off Contract Management) for details of the Operational Board and other linked Contract Boards.

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 Commercially Sensitive Information.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

CORE TERMS

Version 3.0.5

and

Framework Special Terms

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1. Definitions used in the contract

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

2. How the contract works

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

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3. What needs to be delivered

3.1. All deliverables

3.1.1. The Supplier must provide Deliverables:

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

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

3.2. Goods clauses

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

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

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

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

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

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

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

3.2.8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3. Services clauses

3.3.1. Late Delivery of the Services will be a Default of a Call-Off Contract.

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

4. Pricing and payments

- 4.1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2. CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3. All Charges and the Management Charge:
 - exclude VAT, which is payable on provision of a valid VAT invoice
 - include all costs connected with the Supply of Deliverables
- 4.4. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5. A Supplier invoice is only valid if it:
 - includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
 - doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
- 4.6. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.7. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.8. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
 - require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
 - enter into a direct agreement with the Subcontractor or third party for the relevant item

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- 4.9. If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.10. CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables
 - any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
- 4.11. The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1. If Supplier Non-Performance arises from an Authority Cause:
- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
 - the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
 - the Supplier is entitled to additional time needed to make the Delivery
 - the Supplier cannot suspend the ongoing supply of Deliverables
- 5.2. Clause 5.1 only applies if the Supplier:
- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
 - demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
 - mitigated the impact of the Authority Cause

6. Record keeping and reporting

- 6.1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
- 6.3. The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.
- 6.4. The Supplier must provide information to the Auditor and reasonable cooperation at their request.
- 6.5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- tell the Relevant Authority and give reasons
 - propose corrective action
 - provide a deadline for completing the corrective action
- 6.6. The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- the methodology of the review

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

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

7. Supplier staff

7.1. The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2. Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1. The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

8.2. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3. The Supplier indemnifies both CCS and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

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

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- 8.5. CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 8.6. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
 - receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
- 9.2. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4. Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5. If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

- 10.1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.2. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3. Ending the contract without a reason

- 10.3.1. CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- 10.3.2. Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

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10.4. When CCS or the buyer can end a contract

- 10.4.1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
- there's a Supplier Insolvency Event
 - there's a Contract Default that is not corrected in line with an accepted Rectification Plan
 - the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
 - there's any material default of the Contract
 - there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
 - there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
 - there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
 - there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
 - if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
 - the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
 - the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them
- 10.4.2. CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
- 10.4.3. If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Suppliers provide a Rectification Plan.
- 10.4.4. When the Relevant Authority receives a requested Rectification Plan it can either:
- reject the Rectification Plan or revised Rectification Plan, giving reasons
 - accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties
- 10.4.5. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- must give reasonable grounds for its decision

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- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6. If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5. What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

- 10.5.1. The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.5.2. The Buyer's payment obligations under the terminated Contract stop immediately.
- 10.5.3. Accumulated rights of the Parties are not affected.
- 10.5.4. The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
- 10.5.5. The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- 10.5.6. The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.5.7. The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6. When the supplier can end the contract

- 10.6.1. The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.
- 10.6.2. If a Supplier terminates a Call-Off Contract under Clause 10.6.1:
 - the Buyer must promptly pay all outstanding Charges incurred to the Supplier
 - the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
 - Clauses 10.5.4 to 10.5.7 apply

10.7. When subcontracts can be ended

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

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing

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- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8. Partially ending and suspending the contract

- 10.8.1. Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
- 10.8.2. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.8.3. Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.8.4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.8.5. The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:
- reject the Variation
 - increase the Charges, except where the right to partial termination is under Clause 10.3
- 10.8.6. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

- 11.1. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
- 11.2. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form
- 11.3. No Party is liable to the other for:
- any indirect Losses
 - Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)
- 11.4. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors

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- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
 - any liability that cannot be excluded or limited by Law
 - its obligation to pay the required Management Charge or Default Management Charge
- 11.5. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.7. When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- Deductions
 - any items specified in Clause 11.5
- 11.8. If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

- 12.1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility)
- 12.2. The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
- 12.3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1. The Relevant Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.3. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

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- 14.5. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.6. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.7. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party
- 14.8. The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.
- 14.9. The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
 - indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

- 15.1. Each Party must:
- keep all Confidential Information it receives confidential and secure
 - not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
 - immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
- 15.2. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full

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circumstances, the affected Confidential Information and extent of the disclosure

- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4. CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5. For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6. Transparency Information is not Confidential Information.

15.7. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

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16. When you can share information

- 16.1. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2. Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
 - publish the Transparency Information
 - comply with any Freedom of Information Act (FOIA) request
 - comply with any Environmental Information Regulations (EIR) request
- 16.3. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

- 20.1. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
 - provides a Force Majeure Notice to the other Party
 - uses all reasonable measures practical to reduce the impact of the Force Majeure Event
- 20.2. Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3. Where a Party terminates under Clause 20.2:
 - each party must cover its own Losses

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- Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1. The Supplier can not assign a Contract without the Relevant Authority's written consent.
- 23.2. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3. When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6. If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - their name
 - the scope of their appointment
 - the duration of their appointment

24. Changing the contract

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

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- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
 - refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
- 24.4. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practicable. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- that the Supplier has kept costs as low as possible, including in Subcontractor costs
 - of how it has affected the Supplier's costs
- 24.7. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

- 25.1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2. Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3. Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practicable and no later than 10 Working Days.
- 26.2. At the Indemnifier's cost the Beneficiary must both:
- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
 - give the Indemnifier reasonable assistance with the claim if requested

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- 26.3. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 26.5. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

- 27.1. The Supplier must not during any Contract Period:
- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
 - do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
- 27.2. The Supplier must during the Contract Period:
- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
 - keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
 - if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures
- 27.3. The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- been investigated or prosecuted for an alleged Prohibited Act
 - been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency

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- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4. If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5. In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

28.1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2. The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

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

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1. When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

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31. Tax

- 31.1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.
- 31.2. Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
 - other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need
- 31.3. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
 - indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff
- 31.4. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
 - the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
 - the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
 - the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

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32. Conflict of interest

- 32.1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3. 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- Law
 - Clause 12.1
 - Clauses 27 to 32
- 33.2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3. Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- determine the Dispute
 - grant interim remedies
 - grant any other provisional or protective relief
- 34.4. The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

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- 34.5. The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6. The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

Framework Special Terms

Special Term 1	Core Terms Clause 2.6 – Delete the last sentence: “The Supplier will promptly notify CCS if the eligible buyer won’t use this Framework Contract.”
Special Term 2	Add new Clause 2.11: “The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).”
Special Term 3	Core Terms Clause 3.2.2 – Delete the Clause
Special Term 4	Core Terms Clause 3.2.11 – Delete the Clause
Special Term 5	Core Terms Clause 8.7 – Delete current text and replace with: “The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.”
Special Term 6	Core Terms Clause 10.3.2 – Delete current text and replace with the following; “Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier’s reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment. After the Call-Off Contract ends Clauses 10.5.2 to 10.5.7 will apply.”
Special Term 7	Core Terms Clause 11.2 – amend “£5 million” to “£1 million”
Special Term 8	Core Terms Clause 14.1 - Delete the Clause and replace with:

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	<p>"The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11."</p>
Special Term 9	<p>Core Terms 14.5 – delete the Clause and replace with:</p> <p>"The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure system, and for Call-Off Contracts that it will comply with the relevant Buyer's requirements in respect of Call-Off Schedule 9."</p>
Special Term 10	<p>Core Terms Clause 24.2 – add the following additional text at the end of the Clause:</p> <p>"If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn't agree before the Impact Assessment began."</p>
Special Term 11	<p>Core Terms – add the following provision:</p> <p>"36. Telecoms Expense Management</p> <p>The Supplier shall provide without charge to a TEM Provider nominated by CCS the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential)."</p>
Special Term 12	<p>Core Terms – replace the existing Clause 10.5.7 as below:</p> <p>10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.5, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.</p>
Special Term 13	<p>Core Terms – replace the existing Clause 10.6.2 as below:</p> <p>10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:</p> <ul style="list-style-type: none"> the Buyer must promptly pay all outstanding Charges incurred to the Supplier the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated <p>Clauses 10.5.3 to 10.5.7 apply.</p>

JOINT SCHEDULES

Joint Schedule 1 (Definitions and Interpretation)

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibility)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 9 (Minimum Standards of Reliability)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

Joint Schedule 12 (Supply Chain Visibility)

Joint Schedule 1 (Definitions)

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

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

"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"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;
"Ancillary Services"	means those components described in paragraph 1.2.4 of Part A of Framework Schedule 1 (Specification);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) where the Relevant Authority is a Buyer, and the value of the relevant Call-Off Contract is greater than £3 million, verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

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	<p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"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;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer System"	has the meaning given to it in Schedule 6 (ICT Services);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;

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"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the 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 up to a maximum of the number of years in total 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 Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Catalogue"	the Supplier's catalogue of Deliverables available to Buyers to order without Further Competition;
"Catalogue Publication Portal"	the CCS online publication channel via which Buyers can view the Catalogue;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	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 Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;

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"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"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 from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	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 GDPR;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;

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"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <ul style="list-style-type: none"> but excluding: <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the

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	National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 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 Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call-Off Contracts for Services set out in Framework Schedule 7 (Call-Off Award Procedure);
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for

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	the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"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;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"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"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"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

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	and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Call-Off Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>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;</p>
"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;
"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);
"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 as amended from time to time 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"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p>

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	<p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the 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 Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure" or "Further Competition"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

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"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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"	<p>a) 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:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or <p>b) any Personal Data for which the Authority is the Controller;</p>
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/government-procurement-card--2;</p>
"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;
"Health and Social Care Network or HSCN"	<p>the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate; and as described at</p> <p>https://digital.nhs.uk/services/health-and-social-care-network;</p>
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Environment"	the ICT systems related to a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
"ICT Policy"	the Buyer'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 Supplier), as updated from time to time in accordance with the Variation Procedure;
"ICT Services"	the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;

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	<ul style="list-style-type: none"> b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"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"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

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	<ul style="list-style-type: none"> i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer 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 Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>

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"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 Supplier is bound to comply;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"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;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date(including where a Nil Return 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 Supplier is required to supply to the Authority;
"Milestone"	an event or task specified as such 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;

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"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ol style="list-style-type: none"> a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"OJEU Contract Notice"	has the meaning given to it in the Framework Award Form;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ol style="list-style-type: none"> the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and Reimbursable Expenses, if allowed under the Order Form;

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	<p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Primary Services"	means the components described in paragraph 1.2.2 of Part A of Framework Schedule 1 (Specification);
Processor	takes the meaning given in the GDPR;

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Processor Personnel:	all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to 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;</p>
"Public Services Network or PSN"	the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at https://www.gov.uk/government/groups/public-services-network ;

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"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>

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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 for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	<p>means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a representative sample of Orders as specified in Framework Schedule 8 and must provide assurance that:</p> <ul style="list-style-type: none"> a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports; b) all related invoices are completely and accurately included in the MI Reports; c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and

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	d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS
"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) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Offer"	a Deliverable made available to Buyers by the Supplier via the Catalogue;
"Service Offer Effective Date"	the date when the Service Offer will be available to Buyers on the Catalogue;
"Service Offer Expiry Date"	the date the Service Offer will be/was removed from the Catalogue;
"Service Offer Price Card"	means a list of prices, rates and other amounts for a specific Service Offer;
"Service Offer Template"	the template set out at Annex 1 to Part B of Framework Schedule 3 (Framework Prices);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	means: a) any delivery point for the Services (including the Buyer Premises, the Supplier's premises, third party premises, or any non-premises location, such as kerbside cabinets and bus shelters); or b) from to or at which i) the Services are (or are to be) provided; or ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or c) where any part of the Supplier System is situated; or d) any physical interface with the Buyer's System takes place
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;

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"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards detailed in the specification in Schedule 1 (Specification); b) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; c) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Action Plan"	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;

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"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier System"	has the meaning given to it in Schedule 6 (ICT Services);
"TEM Provider"	means a Supplier appointed by CCS to provide telecoms expense management;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p>

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	b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	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" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Time and Materials"	a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the 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;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"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.

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Joint Schedule 2 (Variation Form)

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

Contact Details		
This variation is between:	[delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert] name of Supplier] ("the Supplier")	
Contract name:	[insert] name of contract to be changed] ("the Contract")	
Contract reference number:	[insert] contract reference number: Framework Contract reference/Call-Off Contract reference]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: 1. [CCS/Buyer 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]

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

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

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1. The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2. the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2. The Insurances shall be:
 - 1.2.1. maintained in accordance with Good Industry Practice;
 - 1.2.2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4. maintained for at least six (6) years after the End Date.
- 1.3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1. Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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3. What happens if you aren't insured

- 3.1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

- 6.1. The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall 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.

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- 7.2. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: Required Insurances

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
 - 1.3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).
 - 1.4. Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000)

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Item(s)	Duration of Confidentiality
	[REDACTED]	

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

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

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

- 1.3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the relevant Call-Off Contract shall be enacted via the Variation Procedure.

2. Equality and Accessibility

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

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1. The Supplier:

- 3.1.1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3. warrants and represents that it has not been convicted of any slavery or human trafficking offenses 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

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allegation of slavery or human trafficking offenses anywhere around the world.

- 3.1.5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- 3.1.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8. shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10. shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1. The Supplier shall:

- 4.1.1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 4.1.3. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4. not make deductions from wages:
 - a. as a disciplinary measure
 - b. except where permitted by law; or
 - c. without expressed permission of the worker concerned;

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- 4.1.5. record all disciplinary measures taken against Supplier Staff; and
- 4.1.6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

- 5.1. The Supplier shall:
 - 5.1.1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 - 5.1.2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - 5.1.3. ensure that use of overtime used responsibly, taking into account:
 - a. the extent;
 - b. frequency; and
 - c. hours worked;by individuals and by the Supplier Staff as a whole;
- 5.2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met: below.
- 5.3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1. this is allowed by national law;
 - 5.3.2. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.3. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1. The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain Subcontractors

- 1.1 The Supplier is entitled to Sub Contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to Sub-Contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer by completing and submitting a Variation Form as set out in Joint Schedule 2 (Variation Form) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub Contract has been agreed on "arm's length" terms;
 - 1.4.4 for CCS, the Key Sub Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Subcontractor.

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

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

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[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/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

- 1.1 The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 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:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - (a) process that Personal Data only in accordance with this Joint Schedule 11 (Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;

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- (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data

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Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

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

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

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 (Processing Data) such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

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- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

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Annex 1: a) Authorised Processing Template

Call-Off Contract:	RM 3808 - Jaeger Ref. No. 24156
Date:	Refer to Call-Off Start Date
Description Of Authorised Processing	Details
Identity of the Independent Controllers	<p>The following definitions apply for the purposes of this Schedule 11 Annex 1:</p> <p>“Operational Data” means Personal Data provided or made available by one Party to the other which is operationally required for the performance of the Call Off Contract relating to that Party’s employees or representatives.</p> <p>“Traffic Data” means any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing and may include Personal Data.</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller of their Operational Data, and the Supplier is the Controller of their Operational Data and the Traffic Data (other than with respect to item #6, where the Buyer will become the Controller once this data has been transferred) in accordance with Clause 14.1 of the Core Terms.</p> <p>Furthermore, the Parties acknowledge that neither the Buyer or the Supplier will be acting in a Processing capacity in relation to items #1 to #6 as described within the ‘Nature and purposes of the processing’ and clauses 1.1 to 1.15 above should be interpreted accordingly.</p>
Subject matter of the processing	<p>The processing is needed to ensure that the Supplier Controller can effectively deliver the contract to provide the Non-Geographic Number (NGN) inbound telephony service to members of the public.</p> <p>Supplier’s processing of Traffic Data shall be in accordance with the Supplier’s privacy policy.</p> <p>Buyer’s processing of Operational Data shall be in accordance with the Buyer’s privacy policy</p>

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Duration of the processing	At a minimum, or as otherwise agreed, during the period of this Call-Off from the Call-Off Start Date, for the Call-Off Initial Period of three (3) years and including (if utilised) the Call-Off Optional Extension Period(s) of one (1) year plus one (1) year, to a maximum of the Call-Off Start Date plus 5 years.
Nature and purposes of the processing	<ol style="list-style-type: none"> 1. The Supplier handles Traffic Data in accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), as amended. The Supplier uses Traffic Data for the permitted purpose as stated in PECR Regulation 7(2) and in accordance with PECR Regulation 8. 2. If the individual (the user) has chosen not to withhold their number, this the Customer Line Identification (CLI) will also be made available which allows the person receiving the call to see the caller's number. 3. The Supplier also applies the Buyer-configured routing plans to the calls and has visibility of those call routing plan choices. 4. The Supplier manages access to the NGN Portal which permits the Buyer access to configure routing plans. The NGN Portal usernames use Buyer email addresses. 5. The Buyer and Supplier exchange emails as part business-as-usual service management, with the associated email signatures often containing business telephone numbers alongside the email address. 6. The Buyer requires aspects of the Traffic Data to meet their obligations under the "Public Task" lawful basis of Processing in Article 6(1)(e) GDPR but undertakes to process this data in line with PECR, to manage billing or traffic.
Type of Personal Data	<p>Telephone numbers</p> <p>Email address</p>
Categories of Data Subject	<p>Members of the public who are users of the NGN Service.</p> <p>Buyer and Supplier staff members involved in service management.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	In line with any applicable law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws each as relevant to (i) the Supplier in the provision of the Services and/or (ii) the Buyer in the receipt

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	<p>of the Services or the carrying out of its business.</p> <p>And otherwise, shall securely and irrevocably erase and destroy all data after the end of the Call-Off Term, and in any event no later than 10 working days after.</p>
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Annex 2: Joint Controller Agreement

Not applicable

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

- 2.1. Where the Relevant Authority is a central government body, and the contract value is more than £5 million per year the Supplier must:
- 2.1.1. subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
 - 2.1.2. within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
 - 2.1.3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - 2.1.4. provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
 - 2.1.5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

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

3. Visibility of Supply Chain Spend

- 3.1. In addition to any other management information requirements set out in the Contract, the Supplier agrees that where the Relevant Authority is a central government body, and the contract value is more than £5 million per year, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - a. the total contract revenue received directly on the Contract;
 - b. the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - c. the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2. The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3. The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1: Supply Chain Information Report template



Supply Chain Information
Report templat

CALL-OFF SCHEDULES

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 20 (Call-Off Specification)

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Call-Off Schedule 1 (Transparency Reports)

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

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Service Level Agreements & Key Performance Indicators	SLA 1.1 – Availability of Services (excluding Service Desk) SLA 1.2 – Availability of Service Desk SLA 2 – Incident Resolution SLA 3.1 – Quality: NGN Service SLA 3.2 – Quality: Service Desk SLA 3.3 – Quality: Data Service SLA 3.4 – Quality: Voice Service	To be agreed between the parties no later than one month post contract award	Calendar monthly in arrears
Key Subcontractors	List of all 3rd party sub-contractors with confirmation of any payment due being made in line with Prompt Payment Policy PPN01/18	To be agreed between the parties no later than one month post contract award	Annually
Social Responsibility	Equality & Diversity Plan Supplier Modern Slavery Statement Modern Slavery Assessment Tool Sustainability Life Chances	To be agreed between the parties no later than one month post contract award	Annually
Contract Management	GDPR Compliance (certificate only) Compliance to ISO27001, ISO27000 and ISO20000 (certificate only)	To be agreed between the parties no later than one month post contract award	Annually Annually

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;b) unfair, wrongful or constructive dismissal compensation;c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;d) compensation for less favourable treatment of part-time workers or fixed term employees;e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance and also including any payments arising in respect of pensions;f) claims whether in tort, contract or statute or otherwise; <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"Former Supplier"	<p>a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);</p>
"Partial Termination"	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);</p>

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"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> a) their ages, dates of commencement of employment or engagement, gender and place of work; b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; c) the identity of the employer or relevant contracting Party; d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; e) their wages, salaries, bonuses and profit sharing arrangements as applicable; f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

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	<p>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</p> <p>j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</p>
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. Interpretation

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

3. Which parts of this Schedule apply

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

- Part C (No Staff Transfer On Start Date)
- Part D (Pensions) (only to the extent applicable)
 - - Annex D1 (CSPS)
- Part E (Staff Transfer on Exit)

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PART C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

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

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

- a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3. The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1. for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or
 - 1.3.2. any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4. The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

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

2. Limits on the Former Supplier's obligations

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

PART D: Pensions

1. Definitions

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

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(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</p> <p>(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,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;

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"Fair Deal Employees"	<p>those:</p> <ul style="list-style-type: none"> (a) Transferring Buyer Employees; and/or (b) Transferring Former Supplier Employees; and/or (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; (d) where the Former Supplier becomes the Supplier those employees; <p>who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;</p>
"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Fund Actuary"	means Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the schemes as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D;
"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: "<i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i>" issued in October 2013 including:</p> <ul style="list-style-type: none"> (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and
"Statutory Schemes"	means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1. In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2. The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

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2.3. The Supplier undertakes:

- 2.3.1. to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 2.3.2. to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1. The Supplier undertakes to the Buyer:

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

4. Indemnities the Supplier must give

- 4.1. The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2. The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - 4.2.1. relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
 - 4.2.2. arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3. The indemnities in this Part D and its Annexes:
 - 4.3.1. shall survive termination of this Contract; and

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- 4.3.2. shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1. The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
 - 5.1.1. who will act as an expert and not as an arbitrator;
 - 5.1.2. whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
 - 5.1.3. whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

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

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

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

8. Transferring New Fair Deal Employees

- 8.1. Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall procure that any relevant Sub-Contractor shall:

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- 8.1.1. consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 8.1.2. procure that the employer to which the Fair Deal Employees are transferred (the "New Employer") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

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

10. Broadly Comparable Pension Schemes

- 10.1. If either:

- 10.1.1. the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 4 of Annex D3: LGPS apply; and/or
- 10.1.2. the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

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

- 10.2. Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

- 10.2.1. supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 10.2.2. fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3. instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any

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such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

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

Annex D1: Civil Service Pensions Schemes (CSPS)

1. Definitions

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

PART E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

- 1.1.1. receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2. receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3. the date which is 12 Months before the end of the Term; and
- 1.1.4. receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

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

1.3. The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor 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, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

- 1.5.1. not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
- 1.5.2. not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions,

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retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.3. not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5. not 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. not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.7. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.8. give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9. co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

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- 1.5.13. fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.15. promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6. On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require 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 Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4. a description of the nature of the work undertaken by each employee by location.
- 1.7. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1. the most recent month's copy pay slip data;
 - 1.7.2. details of cumulative pay for tax and pension purposes;
 - 1.7.3. details of cumulative tax paid;

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- 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. A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2. The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3. Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4. The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5. Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
 - 2.5.1. the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2. the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

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- 2.5.3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
 - 2.5.4. if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;
 - 2.5.5. and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.6. The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1. 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, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
 - 2.6.2. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7. The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8. If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10. Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

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- 2.11. The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1. This Schedule shall apply only when so specified by a Buyer that has undertaken a Further Competition. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1. The Supplier shall have an on-going obligation throughout the Call-Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Call-Off Schedule 3 with a view to reducing the Buyer's costs (including the Call-Off Contract Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer. As part of this obligation the Supplier shall identify and report to the Buyer once every twelve (12) months regarding:
 - 2.1.1. the emergence of new and evolving relevant technologies which could improve the ICT Environment and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Buyer which the Parties may wish to adopt;
 - 2.1.2. new or potential improvements to the Services or the provision of the Services including in respect of the quality, responsiveness, procedures, benchmarking methods, ways of performing the Services and customer support services in relation to the Services;
 - 2.1.3. changes in business processes and working practices that would enable the Services to be provided at lower cost and/or with greater benefits to the Buyer;
 - 2.1.4. changes to the ICT Environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Services;
 - 2.1.5. improvements which the Supplier uses or is planning to use with its other customers;
 - 2.1.6. proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;
 - 2.1.7. a zero usage report for the delivered Services;
measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives; and
 - 2.1.8. any variation in Charges and cost / benefit analysis of the potential improvements identified subject to this Call-Off Schedule 3.
- 2.2. The Supplier shall ensure that the information that it provides to the Buyer shall be sufficient for the Buyer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Buyer requests.
- 2.3. If the Buyer wishes to incorporate any improvement identified by the Supplier, including any impact on the Charges declared by the Supplier as part of that improvement, the Buyer shall request a Variation in accordance with the Variation Procedure.

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- 2.4. Notwithstanding anything to the contrary in this Call-Off Contract, the Parties may not change or improve the Services in any way which adversely affects or may adversely affect any relevant PSN Standards or HSCN obligations and processes.

Call-Off Schedule 4 (Call-Off Tender)

1. Call-Off Specification Response

The Call-Off Specification (Call-Off Schedule 20) explains how the MOSCOW classification has been used, and therefore the context within which the Supplier Response should be interpreted, as well as the details on the associated Requirement's domain (a category indicating core, implementation, or portal) and topic (a sub-category indicating the nature of the Requirement).

ID	REQUIREMENT	MOSCOW	SUPPLIER RESPONSE	SUPPLIER COMMENTS
			[REDACTED]	[REDACTED]
S1	The Supplier shall plan, design, configure test, install, operate, and manage operate a "Non-Geographic Numbers" (NGN) Service, delivering a fully integrated logical Intelligent Network (IN) including the provision of Management Information (MI) and a Self-Service Administration Portal (SSAP) to the satisfaction of the Buyer.	Must		
S2	<p>The Supplier shall provide Services, functionality and a tariff structure for the Buyer 's existing blend of 08xx, 03xx Non-Geographic numbering plan, covering inbound calls from:</p> <ul style="list-style-type: none"> • 0800/0808 from Fixed Line • 0800/0808 from Mobile • 0800/0808 from Pay Phone • 0345/0845 from Fixed Line • 0345/0845 from Mobile • 0345/0845 from Pay Phone • Originating from VoIP operators. 	Must		
S3	<p>The Supplier shall provision a service and deliver calls from the NGN service to:</p> <ul style="list-style-type: none"> • Service Centres • Outsourced 3rd Party Organisations 	Must		

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	<ul style="list-style-type: none"> • IP Telephony or the Departments equivalent service • Any Geographic number that the Buyer configures 			
S4	The Supplier shall build and replicate the Buyer 's existing Intelligent Network Interactive Voice Response (IVR) features, call plans and functionality, including all necessary integration points into the Buyer 's Service Centre and IP Telephony. Working collaboratively with the Buyer where required.	Must		
S5	The Supplier shall ensure the NGN services are fully integrated with the Buyer 's Service Centre and Telephony services, to meet the appropriate business strategies.	Must		
S6	The Supplier shall ensure that the Connectivity services allow voice to transit their network using a low loss CODEC which operates at a level of voice compression to integrate with the Buyer 's existing Telephony Suppliers Codec Standard (G711) and minimising transcoding. Where VOIP is used the supplier must describe the sampling and the packetization parameters in use.	Must		
S7	The Supplier shall ensure that current and future DWP protocols (SIP, including SIPS and RTP including SRTP) are matched exactly for delivery of calls via the SIP channels, where certain SIP/RTP messages are not mandatory i.e., those not defined as MUST in BCP14 or Rfc2119.	Must		
S8	The Supplier shall include all physical infrastructure, software, port, licensing and inter operational support as necessary to deliver a fully functional service between the Public Switched Telephone Network (PSTN), the Buyer 's Service Centre and IP Telephony services, integrating with the Buyer 's SIP Connectivity supplier, ensuring end to end connectivity, delivering media via Non-Geographic service to provide the necessary capacity and capability to meet the service levels and manage the Buyer 's existing and forecasted call volumes and minutes.	Must		

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S9	The Supplier shall work with the Buyer 's service centre and Telephony Services to ensure alignment of Deliver to Number (DTNs), and the number groups are configured to meet the Buyer business outcomes.	Must		
S10	The Supplier shall ensure that any existing public facing DTN and number groups, as agreed with the Buyer, are made available for inbound onward connection via the Service Centre, IP Telephony and Outsourced Partner Organisations.	Must		
S11	The Supplier shall confirm and agree that calls delivered to the Buyer will be appropriately routed and not be subject to network restrictions. -Unless these restrictions are for Network protection.	Must		
S12	The Supplier shall construct the following types of Call Plans provisioned on the Non-Geographic Numbers, where appropriate, as per the Buyer 's business strategies: <ul style="list-style-type: none"> • Multiple Number – Single Plan (MPSP) • Simple in Line Message (SILM) • Basic – No Message. 	Must		
S13	The Supplier shall support the scheduling of call plan changes. The Buyer requires the ability to make immediate changes "live", but also at a scheduled point in the future.	Must		
S14	Upon the request of the Buyer, following the post Transition phase the Supplier shall: <ul style="list-style-type: none"> • Provide new Non-Geographic numbers to support business strategies • Remove or disable existing Non-Geographic Numbers. 	Must		
S15	The Supplier shall provide a solution that is able to play messages in the Intelligent Network.	Must		

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S16	The Supplier shall provide a single logical mechanism for the definition, for all provisioning, routing, and customer announcements based upon the Buyer business strategies.	Must		
S17	<p>The Supplier shall ensure the provision of announcements to support the following business strategies:</p> <ul style="list-style-type: none"> • Standard system call conditions for example, Tier 1 Welcome • Call treatment outcomes, for example call delivery option. <p>For example, once the Tier 1 Welcome has been played it will need to be followed by IVR or a Message slot.</p>	Must		
S18	The Supplier shall ensure provision of messaging announcements based on WAV file(s). The Buyer will supply WAVs that will have a synthesised voice.	Must		
S19	The Supplier shall provide a solution that has the option for IVR.	Must		
S20	Not used.	n/a		
S21	The Supplier shall be capable of enabling media files in a WAV 16-bit format for each recording.	Must		
S22	The Supplier shall be capable of uploading new or existing media files into the NGN service as necessary in a WAV 16-bit format.	Must		

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S23	The Supplier shall be capable of downloading existing media files from the NGN service as necessary in a WAV 16-bit format.	Could Required Date: 4-months following Call-Off Start Date		
S24	The Supplier shall route Inbound calls to the Service Centre Supplier, the Telephony Services, the Buyer 's Partner Organisations and 3rd Parties based upon the Buyer 's business strategies. This integrated Service will provide a single logical mechanism for the routing of all inbound call interactions.	Must		
S25	<p>The Supplier shall ensure that the Routing functionality shall provide all of the following to support the stated Buyer business strategy:</p> <ul style="list-style-type: none"> • Out of Hours Checks (OOHC) – performs a check to ascertain if the Service Centre is open and will be able to service the call when an inbound call arrives • Holiday date table checking (England, Wales, Scotland & N. Ireland) – performs a check to ascertain if the Service Centre is closed, due to a public or bank holiday, when an inbound call arrives • Memorial Date and Time check – performs a check to ascertain if the Service Centre is closed, due to memorial adherence, when an inbound call arrives. 	Must		
S26	The Supplier shall ensure that routing functionality shall allow the Emergency in Progress (EIP) routing to Buyer configurable metrics, and such EIP activations to be actioned under Administration Services at Site, or Service Line level. In the event of EIP all calls will route to the Service and appropriate message will be played.	Must		

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S27	<p>The Supplier shall ensure that the NGN Service will enable the following functions to support the Buyer 's stated business strategy, but not limited to:</p> <ul style="list-style-type: none"> • Dialed Number Identification Service (DNIS) used to identify the number the caller dialled • ANI/CLI • Time of day and Day of Week • Divert Percentage of calls received Switch functionality – I.e. Reduced Service switching/contingency routing. • The ability to limit concurrent calls in progress by Non-Geographic number • Busy Treatment when capacity breach. • MI collation. 	Must		
S28	<p>The Supplier shall enable the features to operate in the following contexts, as a minimum:</p> <ul style="list-style-type: none"> • Collection of customers DTMF codes to determine routing decision • Announcements are barge-able when configured to do so, based upon the Buyer 's business strategy • Type ahead – to permit rapid menu navigation • Silence time-out – a silence time-out shall apply when no key is pressed when user input is expected, this period shall be as specified by each Business Group • Support DNIS and CLI in interaction and dialogue treatment. 	Must		
S29	<p>The Supplier shall enable, but not be limited to, the following strategies:</p> <ul style="list-style-type: none"> • Call Distribution allow call to split across multiple branches on a percentage basis • Route calls based on number dialled and / or CLI of caller (in order to be able to ID CLI so that we can create different routing e.g. we can block CLIs and play a message rather routing to agents). 	Must		

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	<ul style="list-style-type: none"> Route by Volume of concurrent calls across multiple branches based on point a. Proportional Call Distribution. <p>The routing decisions above, shall be capable of being changed by the Buyer or the Supplier in both scheduled changes and real time.</p>			
S30	The Supplier shall enable Bypass IVR Node Routing by routing calls directly to DTN to both the Buyer 's Service Centre and Telephony Services. This will include an option to override TOD checks with an approved list of numbers (for example, when a call is received, if from CLI Axxx this may have been configured to, observe, and be routed according to the TOD checks, but a call received from CLI Bxxx may have been configured to ignore the TOD check and should be routed to the destination regardless of the TOD).	Must		
S31	The Supplier shall provide the ability to perform Geographical Based Routing (to at least full first block of postcode e.g., WA12 xxx) based on the geographic origination point of the caller where identifiable from network CLI/exchange mapping.	Must		
S32	The Supplier shall provide a 24/7 support service when required, including coverage for all the Buyer 's opening hours and any incidents, as required under the relevant service level.	Must		
S33	The Supplier shall ensure that the Service Centre is synchronised to a time source as mandated by OFCOM. The Supplier must have their own time source for this purpose.	Must		
S34	The Supplier shall proactively monitor their own data and alert the Buyer to any issues or significant anomalies in their network.	Must		
S35	The Supplier shall notify the Buyer of any outages (planned or otherwise).	Must		

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S36	The Supplier shall utilise DWP Place (on ServiceNow platform) for all Incident control.	Must		
S37	<p>The Supplier shall follow the DWP Policies and Procedures (PPs) listed below and shared between parties:</p> <ul style="list-style-type: none"> • Service Management High Level Processes • Change Management P&Ps v3.0 • Configuration Management Policies and Procedures v2.1 • Digital Service Management KPIs implementation • Problem Management Framework v3.1 • Event Management P&Ps v2.1 • Knowledge Management Framework v3.0 • Major Incident P&Ps v1.0 • Release and Deployment Management P&Ps v1.0 • Request Fulfilment P&Ps v1.0 • Service Catalogue Management v1.4 • DWP Digital Incident Management Framework v2.6 • PCI Definition Document v01 • IT Service Continuity Policy and Process Overview v3.0 • Enterprise Planning Policies and Procedures v0.0b <p>Or any related or revised documents subsequently notified to the Supplier.</p>	Must		
T1	The Supplier shall be responsible for managing the transition, cooperating with the Buyer and, Incumbent Supplier of Non-Geographic and Intelligent Service, plus any other Supplier and Regulatory Body as deemed necessary by the Buyer to successfully complete the transition into the live service, ensuring necessary Service and Routing alignment where appropriate.	Must		
T2	The Supplier shall appoint a consistent project manager to work with the Buyer for number porting, and the incumbent supplier to manage the transition to a new service.	Must		

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T4	The Supplier shall, in collaboration with the Buyer, be responsible for planning, design, testing, implementing, and managing the NGN Service transition, which will include both Active Call Plans and Configured Call Plans (not utilised).	Must		
T5	<p>The Supplier shall develop a robust plan in collaboration with the Buyer, (and where appropriate, the outgoing Service Provider and Telephony Services), the Porting process of all the existing Non-Geographic Telephone numbers. The plan shall detail the Non-Geographic Number Porting Plan and related Routing strategies as necessary:</p> <ul style="list-style-type: none"> • Inbound Intelligent Network Call Plans • Porting strategy 	Must		
T6	The Supplier shall work with the Buyer to map all SIP codes correctly onto all ISUP codes.	Must		
T7	<p>The Supplier shall produce a transition plan to the satisfaction of the Buyer which will include but not be limited to the following key deliverables:</p> <ul style="list-style-type: none"> • Transition Approach • Platform and Service Design • Transition Plan and Schedule • Build activity • Test – including Load Testing • Live Invoice Delivery Test • Billing Data and Billing Reports Test • Update the Buyer 's Service Catalogue with the Suppliers service offerings • Performance Monitoring Reports • MI Reports Integration and validation of automated process • Integration with the Buyer 's Service Management application - DWP Place (on ServiceNow platform) • Delivery of Self-Service Administration Portal to the satisfaction of the Buyer • Providing suitable training to the Buyer 's representatives. 	Must		

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T8	<p>The Supplier shall produce a Solution Architecture and design documents describing how the inbound call interactions will be managed, including (but not limited to):</p> <ul style="list-style-type: none"> • How calls and media will be transmitted across its network and by what technology, e.g. TDM or VoIP. • The connector capacity between the Service and Other Licensed Network Operators. • How the supported file transfer protocols operate (SFTP and FTPS within a secure file transfer package), specifying any Buyer specific dependencies. • In addition to features, Any limitations relating to the Portal; for example, maximum messages in single call plan, message length limitations, maximum tiers of messages, reporting templates or data fields. 	Must		
T9	The Supplier shall ensure the operating environment and underlying service build parameters shall not, because of transition impose any limitations on the delivery of the Buyer business strategy.	Must		
T10	The Supplier shall manage all regression activities of any defects detected during the transition and testing process, including re-scheduling activities to complete the transition.	Must		
T11	The Supplier shall work with the Buyer to ensure appropriate interconnects between the IN (Intelligent Network) provider and our trunk supplier are in place.	Must		
T12	<p>The Supplier shall ensure that the necessary resources are available to amend the Intelligent Network routing strategies when requested by the Buyer. This can take the form of update, maintenance, or removal, and shall align to the SLAs in Schedule 14, as indicated below:</p> <ul style="list-style-type: none"> • High Priority Changes – Severity 1 • Standard Changes – Severity 3 	Must		

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	High priority changes are exceptional but urgent by nature. For example, several changes performed at the beginning of the first COVID lockdown were performed as High Priority Changes as they were in response to Government legislative changes.			
T13	The Supplier shall cooperate with the Service Centre Supplier to make any changes (additions, changes, or removal) as appropriate to meet the business strategies.	Must		
T14	The Supplier shall configure complex routing strategies upon the request of the Buyer.	Must		
T15	The Supplier may be required to re-configure the NGN delivery numbers to new SIP service and Delivery Numbers when the Buyer's new Contact Centre Service becomes available. This will likely start with Non-Production Test Services (Dev, Test) but subsequently also include Staging and Production.	Should Required date: For the purposes of this response, the planning assumption should be that CCMP Go-Live will fall during the first contract year but will require flexibility and will be advised as part of Operational Management.		

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T16	The Supplier shall use electronic purchase to pay (P2P) routes, including e-Invoicing.	Must		
T17	The Supplier shall ensure that sufficient capacity exists between the supplier and the supplier's nominated SIP trunk provider.	Must		
T18	The Supplier will port a small number of Geographic 0191 numbers (currently 7) that are associated to the International Pension Centre.	Must		
P1	<p>The Supplier shall deliver a Self-Service Administration Portal, providing the Buyer Role Based Access Control (RBAC) capabilities, with configured dashboard views which will include self-service access for both routing and reporting features. This will include but is not limited to:</p> <ul style="list-style-type: none"> • Creation and update of Call Plans and Voice announcements – creation, amendments, and deletions • Reporting capabilities • Amend reports • Customise reporting templates • Access and retrieve reports – manually and automated `push` reports to the Buyer • Deliver automated reports to the Buyer , using an automated application as described in the Reporting and MI requirements. • Data Export from Suppliers Portal to the Buyer . <p>This must include daily reports covering the previous 24hours and enable the Buyer to select On-demand reports for configurable reporting periods.</p>	Must		
P2	The Supplier shall produce a Solution Architecture and design documents describing the Self-Service Administration Portal including how this will be compliant and integrate with the DWP estate.	Must		

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P3	The Supplier shall cooperate with the Buyer to make available Roles Based Access for Real Time (or Near Real Time) Reporting – creation, access, deletion of Status and Performance reports.	Must		
P4	<p>The Supplier shall cooperate with the Buyer to make available, the Roles Based Access levels, as a minimum described below:</p> <ul style="list-style-type: none"> • Super User for Call plans– Admin privileges to create, amend and remove highest order strategies and Create / amend call plans, and remove access to MI Reports • Super User for MI Reports – Admin privileges to create, amend and remove highest order strategies and Create / amend remove access to MI Reports • MI Administrator – Admin privilege to create and amend MI reports limited to their operational area and associated NGN routing strategies. • Read only access for Call plans • Read only access for MI plans <p>The detail of the Roles Based Access will be defined with the Supplier during discovery workshop(s) with the Buyer 's business groups during the 'Service take on' phase.</p>	Must		
P5	<p>The Supplier shall ensure the industry standard mechanisms are available for the export of data into Buyer determined systems, as a minimum, but not limited to:</p> <ul style="list-style-type: none"> • csv/txt • XML • Database table connection (to Buyer's MicroStrategy environment) • PDF/Excel Documents • Secure File Transfer • Batch (scheduled and on-demand) • Messaging • SIP 	Must		

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P6	<p>The Suppliers Self Service Administration Portal and associated infrastructure implemented to deliver the NGN service, should be available to be accessed via the internet in compliance with the Buyer 's security protocols, including, but not limited:</p> <ul style="list-style-type: none"> • DWP Privileged Users Security Policy (publishing.service.gov.uk) • User Access Control Policy (publishing.service.gov.uk) 	Must		
P7	<p>The Supplier shall ensure compliance with Buyer presentation and accessibility standards for all desktop delivered instances of the Service, including the Self-Service Administration Portal User Interface which shall comply with WCAG 2.1 AA.</p> <p>The Self-Service Administration Portal User Interface shall support the following desktop applications, as a minimum:</p> <ul style="list-style-type: none"> • JAWS • Zoom Text • Read and Write Gold • Dragon 	Should Required Date: No more than 12-months following Call-Off Start Date		
P8	<p>The Supplier shall work with the Buyer 's desktop supplier to support the packaging and deployment of the Self-Service Administration Portal onto the Buyer desktop and permit multiple DWP users to have simultaneous access.</p>	Must		
P9	<p>The Suppliers Self Service Administration Portal and associated infrastructure implemented to deliver the NGN service, must align, and be compatible with the Buyer 's standard computer workstation build, currently utilising:</p> <ul style="list-style-type: none"> • Microsoft Edge (Chromium Edition) • Safari for Mac Operating Systems (macOS Monterey (12.3.1 or higher) • iOS for Apple Smartphone Capability (15.4.1 or higher) 	Must		

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P10	<p>The Supplier shall provide access to the Self-Service Administration Portal via either or both:</p> <ul style="list-style-type: none"> • WAN interconnect or internet-based VPN • Secure web interface, such as HTTPS WWW browser (https://www.gov.uk/government/publications/data-protection-and-security-of-information-supplying-to-dwp) 	Must		
P11	<p>The Supplier shall ensure the Buyer nominated users are provided with training to be competent in all aspects of the features and controls and capabilities of the Self-Service Administration Portal, this shall include:</p> <ul style="list-style-type: none"> • Online Training – Self Service • Training Documentation, customisable by the Buyer • Face to Face training session, when required during the pre/post transition phase. 	Must		
P12	<p>The Supplier shall allow the Buyer to make routing and IVR changes, including:</p> <ul style="list-style-type: none"> • Upload of wav • Download of wav • Deletion of wav • Scheduled change • Immediate change • The ability to check changes have been actioned and gone live or failed. • Export or backup of previous versions of files from a configuration library. • Pre-Production Call Plans that can be worked on interpedently of Live plans which preferably offering an auto save function whilst working on them. • Version Control and previous versions available that, can be deleted when not required. 	Must		
P13	<p>The Supplier shall provide a solution that allows the Buyer to make changes to the features. An example requirement</p>	Must		

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	would be to fully build a full routing call plan from an 0800 to translate to a Buyer delivery number. This may include TOD pre-routing, Message plans, IVRs plans, Volume plans, % distribution, upload of WAVs, Call plan selector plans and number of IVR repeats.			
P14	The Supplier shall provide a solution that allows the Buyer to amend elements of the call plan.	Must		
P15	The Supplier shall provide the ability for the Buyer to perform Self Service announcements based on uploaded WAV files. The Buyer will supply WAVs that will have a synthesised voice.	Must		
P16	The Supplier shall ensure the ability to construct and modify simple textual input for synthesised voice sources in near real time to be completed by: <ul style="list-style-type: none"> • The Supplier • Self-Serve by the Buyer. 	Could Required date: 4-months following Call-Off Start Date		
P17	The Supplier shall ensure both the Supplier and the Buyer have the capability to construct and maintain Library Media Files in near real time using self service capability.	Must		
P18	The Supplier shall work with the Buyer 's Non-Geographic and Intelligent Network Service Suppliers to ensure presentation of real time and historical information on status and performance of the service interconnects, allowing the Buyer to have an accurate and informed view of the End-to-End management of traffic flow.	Must		
P19	The Supplier shall supply a Portal providing Call Data Record (CDR) summary reporting and alerting that the Buyer can view and export reports and data from, including the ability to request and run ad-hoc reports from the Supplier data. The	Must		

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	<p>Buyer must also be able to run historical data via the Suppliers tools. Call data records must be available that include:</p> <ul style="list-style-type: none"> • The customers telephone number. • The number that was dialled. • The terminating number for each call. • Call Plan Options taken. <p>The Call Data Records must be available as counts, status, and durations (minutes or seconds), providing the results for call routing through the IN, indicating success types and the range of failures/terminations.</p>			
P20	The Supplier shall make management information available for the whole call flow, including a count on how many customers have selected a specific option from an IVR.	Must		
P21	The Supplier shall provide detailed management information itemising all "Cause Codes" for not being able to deliver the call to the Buyer.	Must		
P22	The Supplier shall enable the Buyer to execute queries against standard reports and non-standard database queries to provide specific reports and data extracts, which relate directly to Ministerial Questions or Freedom of Information requests. Reporting templates shall be available for both real time and historic metrics, although this work is typically in investigative in nature meaning that standard reports are often not sufficient.	Must		
P23	The Supplier shall ensure that management information IN data is available to the Buyer via the Portal, at the latest, at the start of the next day (8am).	Could Required date: 4-months following		

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		Call-Off Start Date		
P24	The Supplier shall notify the Buyer if data is not going to be available, proactively.	Must		
P25	<p>The Supplier shall supply data that enables the Buyer to validate the Suppliers billing/invoicing by making the underlying invoicing data available on their portal at the same time as submitting the invoice, providing detailed Billing Management Information (MI) to support each monthly invoice to enable validation, based upon, but not limited to:</p> <ul style="list-style-type: none"> • Calls Offered • Call Data Records (CDR) • Charging Data records • Call Minutes (by Landline, Mobile, Payphone, IPT etc.) • Any associated Service & Management Charges. <p>Charge type, total calls, call duration, total cos and cost percentage are required as a minimum for non-billing CDR reporting.</p>	Must		
P26	<p>The Supplier shall provide Billing Data capable of being accessed and viewed using several methods, including but not limited to:</p> <ul style="list-style-type: none"> • Standard Report • Graphs • Charts • Call Originating information (Land Line, Mobile etc.) • Associated Call Minutes • Tariffs (0800, 0345 etc.) • Management Charges – including clear and unambiguous breakdown of information. • CDR records 	Must		

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2. Transition

[REDACTED]

3. Service Management

[REDACTED]

4. Portal

[REDACTED]

5. E-Billing

[REDACTED]

6. Operational Sustainability

[REDACTED]

Call-Off Schedule 5 (Pricing Details)

This Schedule sets out the basis for Charges that the Supplier shall provide the Call-Off Deliverables in line with, including:

- Consumption-based Call Tariffs
- Implementation costs
- One-Off and Recurring items
- SFIA Rate Card

For the avoidance of doubt:

1. This Call-Off Contract is for consumption-based NGN inbound telephony.
2. Other than those items described in this Schedule, no other Charges will be payable under this Call-Off contract.
3. No minimum commitments or maximum limitations apply.
4. These Charges will apply during the Call-Off Initial Period and any Call Off Optional Extension Period regardless of the actual consumption of NGN minutes subject to any agreement reached between the Parties in accordance with Call Off Schedule 16 (Benchmarking).
5. All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).
6. The Charges will not be impacted by any change to the Framework Prices.

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Consumption-based Call Tariffs

Call Tariff charges shall cover the provision of the Service, including all aspects of the Deliverables and Specification other than those paid for as part of Implementation costs or One-Off and Recurring items.

0800 & 0808 Call Types	Rate payable <u>to the Supplier</u> (pence per minute, ex VAT)
Fixed	[REDACTED]
Mobile	[REDACTED]
Payphone	[REDACTED]
0845 Call Type	Rate payable <u>to the Buyer</u> (pence per minute, ex VAT)
Fixed	[REDACTED]
Mobile	[REDACTED]
Payphone	[REDACTED]

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Implementation costs

[REDACTED]

This table sets out the stated effort for all activities associated with Mobilisation and Implementation and associated Charges:

Role Title	SFIA Category	SFIA Level	SFIA Rate	Milestones (Day's effort in line with Supplier's ITT Plan)							Total Days	Total Cost
				1	2	3	4	5	6	7		
[REDACTED]												
			Total Days									

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One-Off and Recurring items

If any of the items described in the tables below forms part of the Specification and are therefore a component of the agreed Call-Off Deliverables and Service, the One-Off item Unit Charge shall not be payable, as this is already funded as part of the Call Tariffs.

One-Off Items

Items detailed in the table below shall only be Charged on a one-off basis in arrears when incurred based on a specific Buyer request.

Cost Type	Title	Explanatory Notes	Unit Charge
[REDACTED]			

Recurring Items

Items detailed in the table below shall be Charged monthly in arrears based on a specific standing Buyer request.

Cost Type	Title	Explanatory Notes	Unit Charge
[REDACTED]			

Exceptional Items

Items detailed in the table below shall be Charged exceptionally in arrears based on a specific one-off Buyer request.

Cost Type	Title	Explanatory Notes	Unit Charge
[REDACTED]			

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SFIA Rate Card

This Rate Card is applicable to all resource-based delivery in line with the SFIA v8 Skills and Responsibilities. These rates shall be used as a basis for calculating any Charges for the delivery of all resource-based work, on a Time & Materials or otherwise, under this Call-Off contract.

[REDACTED]

SFIA 8 Category	Strategy & architecture		Change & Transformation		Development & implementation		Delivery & operation		People & skills		Relationships & engagement	
SFIA 8 Level	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
1. Follow	N/A	N/A	N/A	N/A					N/A	N/A		
2. Assist												
3. Apply												
4. Enable												
5. Ensure/Advise												
6. Initiate/Influence												
7. Set Strategy/Inspire												

The SFIA Rate Card is based upon:

- Consultant's Working Day 8 hours exclusive of travel and lunch.
- Working Week Monday to Friday excluding national holidays
- Office Hours 09:00 - 17:00 Monday to Friday
- Travel and Subsistence Included in day rate within M25. Payable at department's standard T&S rates outside M25
- Mileage As above
- Professional Indemnity Insurance Included in day rate.

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation

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	(including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Buyer System and the Supplier System;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or

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	at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

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

3. Buyer due diligence requirements

- 3.1. This paragraph 3 applies where the Buyer has conducted a Further Competition Procedure. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;

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- 3.2.2. each aspect, if any, of the Operating Environment where the provision of the Services will be subject to site surveys, wayleaves and/or any other consents not yet granted;
- 3.2.3. the actions needed to remedy each such unsuitable aspect; and
- 3.2.4. a timetable for and the costs of those actions.

4. Software warranty

- 4.1. The Supplier represents and warrants that:
 - 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

- 5.1. The Supplier shall:
 - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
 - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - 5.1.3. ensure that the Supplier System will be free of all encumbrances;
 - 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
 - 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, and within the timescales specified by the Buyer, develop, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("Quality Plans").

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- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, create and maintain a rolling schedule of planned maintenance to the ICT Environment ("Maintenance Schedule") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "Permitted Maintenance") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

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9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "Software Supporting Materials").
- 9.1.2. The Supplier shall:
 - 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
 - 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

- 9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:
 - a) of its own Existing IPR that is not COTS Software;
 - b) third party software that is not COTS Software

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- 9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
 - 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
 - 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4. Where the Supplier is unable to provide a licence of the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
- 9.3. Licences for COTS Software by the Supplier and third parties to the Buyer
 - 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
 - 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
 - 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
 - 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

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9.3.4.1. will no longer be maintained or supported by the developer; or

9.3.4.2. will no longer be made commercially available.

9.4. Buyer's right to assign/novate licences

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5. Licence granted by the Buyer

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. Open Source Publication

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source without breaching the rights of any third party;

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- 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified by the Buyer to the Supplier; and
- 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
 - 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
 - 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. Supplier-Furnished Terms

10.1. Software Licence Terms

- 10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Part 1A of Call-Off Schedule 21.

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- 10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Part 1B of Call-Off Schedule 21.

11. Customer Premises

11.1. Licence to occupy Buyer Premises

- 11.1.1. Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call-Off Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract and in accordance with Call-Off Schedule 10 (Exit Management).
- 11.1.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.
- 11.1.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call-Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.
- 11.1.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 11.1.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2. Security of Buyer Premises

- 11.2.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.
- 11.2.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

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12. Buyer Property

- 12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.
- 12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.
- 12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.
- 12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call-Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by an Authority Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13. Supplier Equipment

- 13.1. Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5. Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve

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the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.

13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.

13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:

13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and

13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

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

PART A: Supplier BCDR Plan

1. BCDR Plan

- 1.1. Where the Buyer has not specified a bespoke BCDR Plan in accordance with Part B as part of a Further Competition Procedure, the Supplier's BCDR Plan at Annex 1 to this Part A will apply.
- 1.2. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.3. The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
 - 1.3.1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.3.2. the recovery of the Deliverables in the event of a Disaster.

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PART A: ANNEX 1 Supplier BCDR Plan

The Supplier's draft BCDR plan is appended below.

[REDACTED]

Call-Off Schedule 9 (Security)

PART B: Long Form Security Requirements

1. Definitions

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

"Breach of Security"	<p>means the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
"ISMS"	<p>the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</p>
"Security Tests"	<p>tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p>

2. Security Requirements

- 2.1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2. The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3. The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.3.1. the Buyer's Authorised Representative as stated in the Order Form
 - 2.3.2. the Supplier's Authorised Representative as stated in the Order Form
- 2.4. The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

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- 2.5. Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6. The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7. The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8. The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1. The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3. The Buyer acknowledges that;
 - 3.3.1. If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 3.3.2. Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4. The ISMS shall:
 - 3.4.1. if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 3.4.2. meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - 3.4.3. at all times provide a level of security which:
 - a) is in accordance with the Law and this Contract;
 - b) complies with the Baseline Security Requirements;

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- c) as a minimum demonstrates Good Industry Practice;
 - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
 - f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk/>);
 - g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
 - h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4. document the security incident management processes and incident response plans;
- 3.4.5. document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6. be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5. Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6. In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7. If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten

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

- 3.8. Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1. Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2. The Security Management Plan shall:
- 4.2.1. be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2. comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - 4.2.3. identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 4.2.4. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
 - 4.2.5. unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - 4.2.6. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);

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- 4.2.7. demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
 - 4.2.8. set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
 - 4.2.9. set out the scope of the Buyer System that is under the control of the Supplier;
 - 4.2.10. be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.11. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3. If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.4. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

- 5.1. The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1. emerging changes in Good Industry Practice;
 - 5.1.2. any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3. any new perceived or changed security threats;
 - 5.1.4. where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
 - 5.1.5. any new perceived or changed security threats; and

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- 5.1.6. any reasonable change in requirement requested by the Buyer.
- 5.2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - 5.2.1. suggested improvements to the effectiveness of the ISMS;
 - 5.2.2. updates to the risk assessments;
 - 5.2.3. proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4. suggested improvements in measuring the effectiveness of controls.
- 5.3. Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4. The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1. The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2. The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3. Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.

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- 6.4. Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5. If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

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

8. Security Breach

- 8.1. Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
 - 8.2.1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

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- a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 8.3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

- 9.1. The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2. The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
- 9.2.1. the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 9.2.2. Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3. The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important'

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within 30 days of release and all 'Other' within 60 Working Days of release, except where:

- 9.3.1. the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2. the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3. the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4. The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1. where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 9.4.2. is agreed with the Buyer in writing.
- 9.5. The Supplier shall:
- 9.5.1. implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2. ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3. ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4. pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5. from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

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- 9.5.6. propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7. remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8. inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6. If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7. A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

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PART B Annex 1: Baseline security requirements

1. Handling Classified information

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

2. End user devices

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

3. Data Processing, Storage, Management and Destruction

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

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4. Ensuring secure communications

- 4.1. The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA.
- 4.2. The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

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

6. Security of Supplier Staff

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

7. Restricting and monitoring access

- 7.1. The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when

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accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

- 8.1. The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1. Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2. Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
 - 8.1.3. The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
 - 8.1.4. The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

PART B Annex 2: Security Management Plan

The Buyer is transitioning from Security Management Plans and as such request Suppliers complete an annual Supplier Information Security Questionnaire ("ISQ") in accordance with special Call-Off Schedule 23 (Enhanced Security Requirements) Paragraph 6.

The ISQ is more closely aligned to the Buyer's security policies, standards and working practices and provides Suppliers a set template to detail their compliance to the Buyer's Security Requirements.

The Supplier will complete an ISQ as part of their Security Management Plan pursuant to Call-Off Schedule 9 (Security) Part B, Paragraph 4 and Security Audit and Assurance, that allows the Buyer to assess the Supplier's compliance with the Buyer's Security Schedule, Policy, Standard and industry good practice.

The completion of the ISQ shall not replace any other contractual requirements relating to Security Management Plan contained within this document.

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Core Network Assets"	the assets used in the provision of the Core Network;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes excluding the Core Network Assets;
"Registers"	the register and configuration database referred to in Paragraph During the Contract Period, the Supplier shall promptly: of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer

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	receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	<ul style="list-style-type: none"> a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network; b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify: of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier. of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide

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	the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation, excluding such contracts relating to the Core Network;
"Transferring Assets"	has the meaning given to it in Paragraph which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets"); of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"), of this Schedule.

2. Supplier must always be prepared for contract exit

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

3. Assisting re-competition for Deliverables

- 3.1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any

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potential Replacement Suppliers undertaking due diligence (the "Exit Information").

- 3.2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer., then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3. The Exit Plan shall set out, as a minimum:
 - 4.3.1. a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2. how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7. proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
 - 4.3.8. proposals for the disposal of any redundant Deliverables and materials;

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- 4.3.9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4. The Supplier shall:
 - 4.4.1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - a) every six (6) months throughout the Contract Period; and
 - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer., then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. or The Supplier shall: (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1. the nature of the Termination Assistance required;
 - 5.1.2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables; and
 - 5.1.3. whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule, which may be chargeable by the Supplier.

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- 5.2. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3. Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation.
- 5.4. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1. Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4. subject to Paragraph If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly., provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph provide to the Buyer and/or its

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Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier; without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

- 6.3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

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

8. Assets, Sub-contracts and Software

- 8.1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1. terminate, enter into or vary any Sub-contract insofar as it relates to Exclusive Assets and Non-Exclusive Assets; or
 - 8.1.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or

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- 8.1.3. terminate, enter into or vary any licence for any software in connection with the Deliverables excluding the Core Network.
- 8.2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 8.2.1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");
 - 8.2.2. which, if any, of:
 - e) the Exclusive Assets that are not Transferable Assets; and
 - f) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide:
 - i. the Deliverables (excluding the Core Network); or
 - ii. the Replacement Goods and/or Replacement Services (excluding the Core Network).
- 8.3. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1. procure a non-exclusive, perpetual, royalty-free licence (or a licence on such other terms that the Buyer may agree) for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7. The Buyer shall:

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- 8.7.1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

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

Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 13 (Implementation Plan and Testing)

PART A - Implementation

1. Definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
"Mobilisation Period"	has the meaning given to it in Paragraph 7

2. Agreeing and following the Implementation Plan

- 2.1. Part A of this Schedule shall only apply if specified by a Buyer that has undertaken a Further Competition.
- 2.2. A draft of the Implementation Plan is set out in the Annex to Part A of this Schedule. The Supplier shall provide a further draft Implementation Plan 10 working days after the Call-Off Contract Start Date.
- 2.3. The draft Implementation Plan:
- 2.3.1. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.3.2. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.4. Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.5. The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.6. The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

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3. Reviewing and changing the Implementation Plan

- 3.1. Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2. The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3. Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4. Where the Supplier is responsible for the failure to Achieve a Milestone by the relevant Milestone Date this shall constitute a material Default.

4. Security requirements before the Start Date

- 4.1. The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2. The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3. The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4. The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.5. If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2. include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3. comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1. If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier

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shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

- 6.1.1. the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 6.1.2. Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3. the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Mobilisation Plan

- 7.1. The Mobilisation Period will be the period post the Call-Off Start Date and as detailed within PART A Annex 1: Implementation Plan per each Milestone deliverable.
- 7.2. During the Mobilisation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3. In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1. work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2. work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3. liaise with the incumbent supplier to enable the full completion of the Mobilisation Period activities; and
 - 7.3.4. produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4. The Implementation Plan will include detail stating:

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- 7.4.1. how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2. a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5. In addition, the Supplier shall:
- 7.5.1. appoint a Supplier Authorised Representative who shall be responsible for the management of the Mobilisation Period, to ensure that the Mobilisation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2. mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 7.5.3. produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 7.5.4. manage and report progress against the Implementation Plan;
 - 7.5.5. construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.6. attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Mobilisation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
 - 7.5.7. ensure that all risks associated with the Mobilisation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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PART A Annex 1: Implementation Plan

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

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
[REDACTED]						

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Part B: Testing

1. Definitions

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

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

2. How testing should work

- 2.1. Part B of this Schedule shall only apply if specified by a Buyer that has undertaken a Further Competition.

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

3. Planning for testing

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

4. Preparing for Testing

- 4.1. The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2. Each Test Plan shall include as a minimum:
 - 4.2.1. the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

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- 4.2.2. a detailed procedure for the Tests to be carried out.
- 4.3. The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

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

6. How Deliverables will be tested

- 6.1. Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2. Each Test Specification shall include as a minimum:
 - 6.2.1. the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2. a plan to make the resources available for Testing;
 - 6.2.3. Test scripts;
 - 6.2.4. Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5. expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1. Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2. The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3. The Supplier shall notify the Buyer at least ten (10) Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4. The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5. The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1. a draft Test Report not less than two (2) Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2. the final Test Report within five (5) Working Days of completion of Testing.
- 7.6. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1. an overview of the Testing conducted;

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- 7.6.2. identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3. the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4. the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5. the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7. When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8. Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9. If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

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

9. Test witnessing

- 9.1. The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2. The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3. The Test Witnesses:
 - 9.3.1. shall actively review the Test documentation;

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- 9.3.2. will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
- 9.3.3. shall not be involved in the execution of any Test;
- 9.3.4. shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 9.3.5. may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6. may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.3.7. may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1. The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.
- 10.2. The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3. The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4. The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5. If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6. In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1. The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1. the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2. the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

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- 11.2.3. where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3. The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4. The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1. the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2. performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5. The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6. If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues any other reasons for the relevant Milestone not being Achieved.
- 11.7. If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8. If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9. If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.9.1. any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 - 11.9.2. where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

- 12.1. The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 12.1.1. operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

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

PART B Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

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

2. Severity 2 Error

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

3. Severity 3 Error

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

4. Severity 4 Error

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

5. Severity 5 Error

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

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PART B Annex 2: Satisfaction Certificate

To: **[insert name of Supplier]**
From: **[insert name of Buyer]**

[insert Date dd/mm/yyyy]

Dear Sirs,
Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

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

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

1. Definitions

- 1.1. In this Schedule, which shall apply only where so specified by a Buyer that has undertaken a Further Competition, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 5.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3. Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1. The Supplier's Contract Manager shall be:
- 3.1.1. the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.1.3. able to cancel any delegation and recommence the position himself; and
 - 3.1.4. replaced only after the Buyer has received notification of the proposed change.
- 3.2. The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3. Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

- 4.1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

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- 4.2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1. the identification and management of risks;
 - 4.2.2. the identification and management of issues; and
 - 4.2.3. monitoring and controlling project plans.
- 4.3. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

5. Role of the Operational Board

- 5.1. The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 5.2. The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 5.3. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 5.4. Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 5.5. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below. The Operational Board is typically described by the Buyer as a “Service Review” (SR). References hereafter shall refer to the Service Review but for the purposes of this Call-Off such references shall be interpreted as the Operational Board described above. The default Location for all meetings is via Microsoft Teams, or as otherwise notified by the relevant Chair in the preceding meeting.

#	Title	Focus	Members	Frequency	Start date
1	Incident Review (IR)	Review queue and agree next steps	Chair: Digital	Twice weekly (when needed)	As needed, following the commencement of live Service.
2	Service Review (SR)	SLA & KPI Management and Changes	Chair: Digital	Monthly	One month following the commencement of live Service.
3	Commercial Service Board (CSB)	SR escalation, contract and other commercial aspects	Chair: Commercial	Monthly	One month following the Start Date.

Draft agenda for Service Review:

Meeting details

Time	TBC
Date	TBC
Location	Microsoft Teams / TBC
Chair	NGN DWP Senior Service Manager
Secretariat	NGN DWP Associate Service Manager
Attendees	DWP: Head of Digital Channels Product Owner Senior Service Manager Associate Service Manager Solution/Security Architect Senior Service Manager (Finance) Associate Service Manager (Risk) Commercial representative Others as required NGN Supplier: Service Manager Finance representative Risk representative Security representative Others as agreed

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Agenda

Item	Owner
Introductions	
Agreement of previous actions and Action Point Update	
Risk Review <i>Desired outcome – an understanding and agreement of the current related Risk position</i>	
Capacity Management <i>Desired outcome – an understanding of performance over the previous period, action plans to resolve service impacting issues, and optimisation opportunities</i>	
Security Update <i>Desired outcome – an understanding of the issues and changes and opportunities around Service Security</i>	
IT Service Continuity Management <i>Desired outcome – discussion around and agreement on the NGN ITSC work programme; and outcomes of any related tests/next steps, e.g. war games, component testing or full platform testing.</i>	
Live Service <ul style="list-style-type: none"> • Walkthrough of any significant incidents • Update on top 10 most impacting: - <ul style="list-style-type: none"> ○ incidents ○ problems ○ service availability • Service Level Management position • Service Improvement Plan • Change/Service Requests <ul style="list-style-type: none"> ○ Including changes which impacted live service • Finance and billing <i>Desired outcome – an enriched understanding of service performance, including trending over the previous SMP; agreed action plans to resolve service impacting issues, and identification of Service Improvement opportunities</i>	
Architecture Update <i>Desired outcome – an understanding of the issues and changes and opportunities around the Service Architecture</i>	
Work Programme – Report <ul style="list-style-type: none"> • <i>Desired outcome – a shared understanding of changes for delivery under the work Programme; and innovations for consideration</i> 	
AOB	

Draft agenda for Commercial Service Board:

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Title of Meeting:	DWP / Supplier Commercial & Service Board (CSB X)
Date/Time:	
Location:	Teams / TBC
Dial in Details:	

Attendees	Business Area / Role
	DWP – Chair – Commercial Lead
	DWP – Secretariat - Commercial Practitioner
	DWP – Digital Senior Service Manager
	DWP – Finance Manager/Business Partner
	DWP – Finance Invoice Validation Manager
	Supplier Client Director
	Supplier Account Manager / Project Manager
	Supplier Contract Manager
	Supplier Commercial Manager
	Supplier Senior Service Manager
	Supplier Billing Manager
	Others as required

Apologies	Business Area / Role

Agenda Item, Description and Input		Owner	Timing (Approx.)
1	Welcome		
2	Previous Action Points & Updates		
3	Review of Dashboard - Billing, SLA/KPI Performance & Service Management Overview		
5	Contract & Commercial Review (including CCN's & Risk)		
6	Contract Standards & Obligation Management		
8	Proposals, Projects & forward look		
10	AOB		

Details of Meeting Contact

Name	
Email	
Direct Line	

Call-Off Schedule 16 (Benchmarking)

1. Definitions

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

"Benchmarked Rates"	the Charges for the Benchmarked Deliverables;
"Benchmarking"	a neutral and independent third party with knowledge and experience of financial matters in relation to the Benchmarking Deliverables;
"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	rates payable by the Comparison Group for Comparable Deliverables that can be fairly compared with the Charges;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarking Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarking Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarking Rates, that based on an analysis of Equivalent Data, the Benchmarking Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

- 2.1. This Schedule shall apply where so specified by a Buyer that has undertaken a Further Competition.
- 2.2. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.3. This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a

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Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

2.4. Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1. How benchmarking works

- 3.1.1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2. The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3. The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6. Upon its request for a Benchmark Review the Buyer shall nominate a Benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative Benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a Benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7. The cost of a Benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the Benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the Benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2. Benchmarking Process

- 3.2.1. The Benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - a) a proposed cost and timetable for the Benchmark Review;
 - b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - c) a description of how the Benchmarker will scope and identify the Comparison Group.
- 3.2.2. The Benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

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- 3.2.3. The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the Benchmark and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the Benchmark must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4. Once both Parties have approved the draft plan then they will notify the Benchmark. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5. Once it has received the Approval of the draft plan, the Benchmark shall:
- a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Benchmark's professional judgment using:
 - i. market intelligence;
 - ii. the Benchmark's own data and experience;
 - iii. relevant published information; and
 - iv. pursuant to Paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - c) using the Equivalent Data, calculate the Upper Quartile;
 - d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6. The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Benchmark in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7. In carrying out the benchmarking analysis the Benchmark may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - b) exchange rates;
 - c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3. Benchmarking Report

- 3.3.1. For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the Benchmark following the Benchmark Review and as further described in this Schedule;

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- 3.3.2. The Benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - c) include sufficient detail and transparency so that the Buyer can interpret and understand how the Benchmarker has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3. The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 20 (Call-Off Specification)

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

The MoSCoW classification shall be interpreted as follows:

1. A **“Must”** requirement must be fully available by the Call-Off Start Date (or by January 2023, whichever is the later date) and any required activities to enable this must be described within the Mobilisation Plan. Failure to do so will be regarded as Default.
2. A **“Should”** requirement must be fully available by the Required Date (or Call-Off Start Date, whichever is the later date), and any required activities to enable this must be described within the Implementation Plan. The relevant Required Date is stated in the MOSCOW column below against the relevant requirement. Failure to do so will be regarded as Default.
3. A **“Could”** requirements is similar to the “Should” requirement above, but in the event that the Required Date is not achievable the Buyer will not regard this as a Default but will instead ask the Supplier to commit in the Operational Board to make all reasonable endeavours to provide this at the earliest opportunity. For the avoidance of doubt, the **“Won’t”** requirement is not used.
4. For the avoidance of doubt, the **“Won’t”** requirement is not used.

The Supplier response to this Call-Off Specification is contained within “Call-Off Schedule 4 Call-Off Tender” which contains the Supplier’s stated “Yes/No” responses against each requirement, alongside with any related comments submitted as part of the Tender.

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
S1	Core	Scope	The Supplier shall plan, design, configure test, install, operate and manage operate a "Non-Geographic Numbers" (NGN) Service, delivering a fully integrated logical Intelligent Network (IN) including the provision of Management Information (MI) and a Self-Service Administration Portal (SSAP) to the satisfaction of the Authority.	Must
S2	Core	Scope	<p>The Supplier shall provide Services, functionality and a tariff structure for the Authority's existing blend of 08xx, 03xx Non-Geographic numbering plan, covering inbound calls from:</p> <ul style="list-style-type: none"> • 0800/0808 from Fixed Line • 0800/0808 from Mobile • 0800/0808 from Pay Phone • 0345/0845 from Fixed Line • 0345/0845 from Mobile • 0345/0845 from Pay Phone • Originating from VoIP operators. 	Must
S3	Core	Scope	<p>The Supplier shall provision a service and deliver calls from the NGN service to:</p> <ul style="list-style-type: none"> • Service Centres • Outsourced 3rd Party Organisations • IP Telephony or the Departments equivalent service • Any Geographic number that the Authority configures 	Must
S4	Core	Design	The Supplier shall build and replicate the Authority's existing Intelligent Network Interactive Voice Response (IVR) features, call plans and functionality, including all necessary integration points into the Authority's Service Centre and IP Telephony. Working collaboratively with the Authority where required.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
S5	Core	Design	The Supplier shall ensure the NGN services are fully integrated with the Authority's Service Centre and Telephony services, to meet the appropriate business strategies.	Must
S6	Core	Design	The Supplier shall ensure that the Connectivity services allow voice to transit their network using a low loss CODEC which operates at a level of voice compression to integrate with the Authority's existing Telephony Suppliers Codec Standard (G711) and minimising transcoding. Where VOIP is used the supplier must describe the sampling and the packetization parameters in use.	Must
S7	Core	Connectivity	The Supplier shall ensure that current and future DWP protocols (SIP, including SIPS and RTP including SRTP) are matched exactly for delivery of calls via the SIP channels, where certain SIP/RTP messages are not mandatory i.e those not defined as MUST in BCP14 or Rfc2119.	Must
S8	Core	Connectivity	The Supplier shall include all physical infrastructure, software, port, licensing and inter operational support as necessary to deliver a fully functional service between the Public Switched Telephone Network (PSTN), the Authority's Service Centre and IP Telephony services, integrating with the Authority's SIP Connectivity supplier, ensuring end to end connectivity, delivering media via Non-Geographic service to provide the necessary capacity and capability to meet the service levels and manage the Authority's existing and forecasted call volumes and minutes.	Must
S9	Core	Connectivity	The Supplier shall work with the Authority's service centre and Telephony Services to ensure alignment of Deliver to Number (DTNs), and the number groups are configured to meet the Authority business outcomes.	Must
S10	Core	Connectivity	The Supplier shall ensure that any existing public facing DTN and number groups, as agreed with the Authority, are made available for inbound onward connection via the Service Centre, IP Telephony and Outsourced Partner Organisations.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
S11	Core	Connectivity	The Supplier shall confirm and agree that calls delivered to the Authority will be appropriately routed and not be subject to network restrictions. -Unless these restrictions are for Network protection.	Must
S12	Core	Provisioning	<p>The Supplier shall construct the following types of Call Plans provisioned on the Non-Geographic Numbers, where appropriate, as per the Authority's business strategies:</p> <ul style="list-style-type: none"> • Multiple Number – Single Plan (MPSP) • Simple in Line Message (SILM) • Basic – No Message. 	Must
S13	Core	Provisioning	The Supplier shall support the scheduling of call plan changes. The Authority requires the ability to make immediate changes "live", but also at a scheduled point in the future.	Must
S14	Core	Provisioning	<p>Upon the request of the Authority, following the post Transition phase the Supplier shall:</p> <ul style="list-style-type: none"> • Provide new Non-Geographic numbers to support business strategies • Remove or disable existing Non-Geographic Numbers. 	Must
S15	Core	Announcements	The Supplier shall provide a solution that is able to play messages in the Intelligent Network.	Must
S16	Core	Announcements	The Supplier shall provide a single logical mechanism for the definition, for all provisioning, routing, and customer announcements based upon the Authority business strategies.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
S17	Core	Announcements	<p>The Supplier shall ensure the provision of announcements to support the following business strategies:</p> <ul style="list-style-type: none"> • Standard system call conditions for example, Tier 1 Welcome • Call treatment outcomes, for example call delivery option. <p>For example, once the Tier 1 Welcome has been played it will need to be followed by IVR or a Message slot.</p>	Must
S18	Core	Announcements	The Supplier shall ensure provision of messaging announcements based on WAV file(s). The Authority will supply WAVs that will have a synthesised voice.	Must
S19	Core	Announcements	The Supplier shall provide a solution that has the option for IVR.	Must
S20	Core	Announcements	Not used.	n/a
S21	Core	Announcements	The Supplier shall be capable of enabling media files in a WAV 16-bit format for each recording.	Must
S22	Core	Announcements	The Supplier shall be capable of uploading new or existing media files into the NGN service as necessary in a WAV 16-bit format.	Must
S23	Core	Announcements	The Supplier shall be capable of downloading existing media files from the NGN service as necessary in a WAV 16-bit format.	Could Required Date: 4-months following Call-Off Start Date

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
S24	Core	Routing	The Supplier shall route Inbound calls to the Service Centre Supplier, the Telephony Services, the Authority's Partner Organisations and 3rd Parties based upon the Authority's business strategies. This integrated Service will provide a single logical mechanism for the routing of all inbound call interactions.	Must
S25	Core	Routing	<p>The Supplier shall ensure that the Routing functionality shall provide all of the following to support the stated Authority business strategy:</p> <ul style="list-style-type: none"> • Out of Hours Checks (OOHC) – performs a check to ascertain if the Service Centre is open and will be able to service the call when an inbound call arrives • Holiday date table checking (England, Wales, Scotland & N. Ireland) – performs a check to ascertain if the Service Centre is closed, due to a public or bank holiday, when an inbound call arrives • Memorial Date and Time check – performs a check to ascertain if the Service Centre is closed, due to memorial adherence, when an inbound call arrives. 	Must
S26	Core	Routing	The Supplier shall ensure that routing functionality shall allow the Emergency in Progress (EIP) routing to Authority configurable metrics, and such EIP activations to be actioned under Administration Services at Site, or Service Line level. In the event of EIP all calls will route to the Service and appropriate message will be played.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
S27	Core	Routing	<p>The Supplier shall ensure that the NGN Service will enable the following functions to support the Authority's stated business strategy, but not limited to:</p> <ul style="list-style-type: none"> • Dialed Number Identification Service (DNIS) used to identify the number the caller dialled • ANI/CLI • Time of day and Day of Week • Divert Percentage of calls received Switch functionality – I.e. Reduced Service switching/contingency routing. • The ability to limit concurrent calls in progress by Non-Geographic number • Busy Treatment when capacity breach. • MI collation. 	Must
S28	Core	Routing	<p>The Supplier shall enable the features to operate in the following contexts, as a minimum:</p> <ul style="list-style-type: none"> • Collection of customers DTMF codes to determine routing decision • Announcements are barge-able when configured to do so, based upon the Authority's business strategy • Type ahead – to permit rapid menu navigation • Silence time-out – a silence time-out shall apply when no key is pressed when user input is expected, this period shall be as specified by each Business Group • Support DNIS and CLI in interaction and dialogue treatment. 	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
S29	Core	Routing	<p>The Supplier shall enable, but not be limited to, the following strategies:</p> <ul style="list-style-type: none"> • Call Distribution allow call to split across multiple branches on a percentage basis • Route calls based on number dialled and / or CLI of caller (in order to be able to ID CLI so that we can create different routing e.g. we can block CLIs and play a message rather routing to agents). • Route by Volume of concurrent calls across multiple branches based on point a. Proportional Call Distribution. <p>The routing decisions above, shall be capable of being changed by the Authority or the Supplier in both scheduled changes and real time.</p>	Must
S30	Core	Routing	<p>The Supplier shall enable Bypass IVR Node Routing by routing calls directly to DTN to both the Authority's Service Centre and Telephony Services. This will include an option to override TOD checks with an approved list of numbers (for example, when a call is received, if from CLI Axxx this may have been configured to, observe and be routed according to the TOD checks, but a call received from CLI Bxxx may have been configured to ignore the TOD check and should be routed to the destination regardless of the TOD).</p>	Must
S31	Core	Routing	<p>The Supplier shall provide the ability to perform Geographical Based Routing (to at least full first block of postcode e.g. WA12 xxx) based on the geographic origination point of the caller where identifiable from network CLI/exchange mapping.</p>	Must
S32	Core	Service Management	<p>The Supplier shall provide a 24/7 support service when required, including coverage for all the Authority's opening hours and any incidents, as required under the relevant service level.</p>	Must
S33	Core	Service Management	<p>The Supplier shall ensure that the Service Centre is synchronised to a time source as mandated by OFCOM. The Supplier must have their own time source for this purpose.</p>	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
S34	Core	Service Management	The Supplier shall proactively monitor their own data and alert the Authority to any issues or significant anomalies in their network.	Must
S35	Core	Service Management	The Supplier shall notify the Authority of any outages (planned or otherwise).	Must
S36	Core	Service Management	The Supplier shall utilise DWP Place (on ServiceNow platform) for all Incident control.	Must
S37	Core	Service Management	<p>The Supplier shall follow the DWP Policies and Procedures (PPs) listed below and shared between parties:</p> <ul style="list-style-type: none"> • Service Management High Level Processes • Change Management P&Ps v3.0 • Configuration Management Policies and Procedures v2.1 • Digital Service Management KPIs implementation • Problem Management Framework v3.1 • Event Management P&Ps v2.1 • Knowledge Management Framework v3.0 • Major Incident P&Ps v1.0 • Release and Deployment Management P&Ps v1.0 • Request Fulfilment P&Ps v1.0 • Service Catalogue Management v1.4 • DWP Digital Incident Management Framework v2.6 • PCI Definition Document v01 • IT Service Continuity Policy and Process Overview v3.0 • Enterprise Planning Policies and Procedures v0.0b <p>Or any related or revised documents subsequently notified to the Supplier.</p>	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
T1	Implement	Transition	The Supplier shall be responsible for managing the transition, cooperating with the Authority and, Incumbent Supplier of Non-Geographic and Intelligent Service, plus any other Supplier and Regulatory Body as deemed necessary by the Authority to successfully complete the transition into the live service, ensuring necessary Service and Routing alignment where appropriate.	Must
T2	Implement	Transition	The Supplier shall appoint a consistent project manager to work with the authority for number porting, and the incumbent supplier to manage the transition to a new service.	Must
T4	Implement	Transition	The Supplier shall, in collaboration with the Authority, be responsible for planning, design, testing, implementing and managing the NGN Service transition, which will include both Active Call Plans and Configured Call Plans (not utilised).	Must
T5	Implement	Transition	<p>The Supplier shall develop a robust plan in collaboration with the Authority, (and where appropriate, the outgoing Service Provider and Telephony Services), the Porting process of all the existing Non-Geographic Telephone numbers. The plan shall detail the Non-Geographic Number Porting Plan and related Routing strategies as necessary:</p> <ul style="list-style-type: none"> • Inbound Intelligent Network Call Plans • Porting strategy 	Must
T6	Implement	Transition	The Supplier shall work with the Authority to map all SIP codes correctly onto all ISUP codes.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
T7	Implement	Transition	<p>The Supplier shall produce a transition plan to the satisfaction of the Authority which will include but not be limited to the following key deliverables:</p> <ul style="list-style-type: none"> • Transition Approach • Platform and Service Design • Transition Plan and Schedule • Build activity • Test – including Load Testing • Live Invoice Delivery Test • Billing Data and Billing Reports Test • Update the Authority's Service Catalogue with the Suppliers service offerings • Performance Monitoring Reports • MI Reports Integration and validation of automated process • Integration with the Authority's Service Management application - DWP Place (on ServiceNow platform) • Delivery of Self-Service Administration Portal to the satisfaction of the Authority • Providing suitable training to the Authority's representatives. 	Must
T8	Implement	Transition	<p>The Supplier shall produce a Solution Architecture and design documents describing how the inbound call interactions will be managed, including (but not limited to):</p> <ul style="list-style-type: none"> • How calls and media will be transmitted across its network and by what technology, e.g. TDM or VoIP. • The connector capacity between the Service and Other Licensed Network Operators. • How the supported file transfer protocols operate (SFTP and FTPS within a secure file transfer package), specifying any Authority specific dependencies. • In addition to features, Any limitations relating to the Portal; for example, maximum messages in single call plan, message length limitations, maximum tiers of messages, reporting templates or data fields. 	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
T9	Implement	Transition	The Supplier shall ensure the operating environment and underlying service build parameters shall not, because of transition impose any limitations on the delivery of the Authority business strategy.	Must
T10	Implement	Transition	The Supplier shall manage all regression activities of any defects detected during the transition and testing process, including re-scheduling activities to complete the transition.	Must
T11	Implement	Transition	The Supplier shall work with the Authority to ensure appropriate interconnects between the IN (Intelligent Network) provider and our trunk supplier are in place.	Must
T12	Implement	Change	<p>The Supplier shall ensure that the necessary resources are available to amend the Intelligent Network routing strategies when requested by the Authority. This can take the form of update, maintenance, or removal, and shall align to the SLAs in Schedule 14, as indicated below:</p> <ul style="list-style-type: none"> • High Priority Changes – Severity 1 • Standard Changes – Severity 3 <p>High priority changes are exceptional but urgent by nature. For example, several changes performed at the beginning of the first COVID lockdown were performed as High Priority Changes as they were in response to Government legislative changes.</p>	Must
T13	Implement	Change	The Supplier shall cooperate with the Service Centre Supplier to make any changes (additions, changes, or removal) as appropriate to meet the business strategies.	Must
T14	Implement	Change	The Supplier shall configure complex routing strategies upon the request of the Authority.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
T15	Implement	Change	The Supplier may be required to re-configure the NGN delivery numbers to new SIP service and Delivery Numbers when the Authority's new Contact Centre Service becomes available. This will likely start with Non-Production Test Services (Dev, Test) but subsequently also include Staging and Production.	Should Required Date: For the purposes of this response, the planning assumption should be that CCMP Go-Live will fall during the first contract year but will require flexibility and will be advised as part of Operational Management.
T16	Implement	Invoicing	The Supplier shall use electronic purchase to pay (P2P) routes, including e-Invoicing.	Must
T17	Implement	Transition	The Supplier shall ensure that sufficient capacity exists between the supplier and the supplier's nominated SIP trunk provider.	Must
T18	Implement	Transition	The Supplier will port a small number of Geographic 0191 numbers (currently 7) that are associated to the International Pension Centre.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
P1	Portal (common)	Scope	<p>The Supplier shall deliver a Self-Service Administration Portal, providing the Authority Role Based Access Control (RBAC) capabilities, with configured dashboard views which will include self-service access for both routing and reporting features. This will include but is not limited to:</p> <ul style="list-style-type: none"> • Creation and update of Call Plans and Voice announcements – creation, amendments, and deletions • Reporting capabilities • Amend reports • Customise reporting templates • Access and retrieve reports – manually and automated `push` reports to the Authority • Deliver automated reports to the Authority, using an automated application as described in the Reporting and MI requirements. • Data Export from Suppliers Portal to the Authority. <p>This must include daily reports covering the previous 24hours and enable the Authority to select On-demand reports for configurable reporting periods.</p>	Must
P2	Portal (common)	Scope	The Supplier shall produce a Solution Architecture and design documents describing the Self-Service Administration Portal including how this will be compliant and integrate with the DWP estate.	Must
P3	Portal (common)	Scope	The Supplier shall cooperate with the Authority to make available Roles Based Access for Real Time (or Near Real Time) Reporting – creation, access, deletion of Status and Performance reports.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
P4	Portal (common)	Scope	<p>The Supplier shall cooperate with the Authority to make available, the Roles Based Access levels, as a minimum described below:</p> <ul style="list-style-type: none"> • Super User for Call plans– Admin privileges to create, amend and remove highest order strategies and Create / amend call plans, and remove access to MI Reports • Super User for MI Reports – Admin privileges to create, amend and remove highest order strategies and Create / amend remove access to MI Reports • MI Administrator – Admin privilege to create and amend MI reports limited to their operational area and associated NGN routing strategies. • Read only access for Call plans • Read only access for MI plans <p>The detail of the Roles Based Access will be defined with the Supplier during discovery workshop(s) with the Authority's business groups during the 'Service take on' phase.</p>	Must
P5	Portal (common)	Scope	<p>The Supplier shall ensure the industry standard mechanisms are available for the export of data into Authority determined systems, as a minimum, but not limited to:</p> <ul style="list-style-type: none"> • csv/txt • XML • Database table connection (to Authority's MicroStrategy environment) • PDF/Excel Documents • Secure File Transfer • Batch (scheduled and on-demand) • Messaging • SIP 	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
P6	Portal (common)	Design	<p>The Suppliers Self Service Administration Portal and associated infrastructure implemented to deliver the NGN service, should be available to be accessed via the internet in compliance with the Authority's security protocols, including, but not limited:</p> <ul style="list-style-type: none"> • DWP Privileged Users Security Policy (publishing.service.gov.uk) • User Access Control Policy (publishing.service.gov.uk) 	Must
P7	Portal (common)	Design	<p>The Supplier shall ensure compliance with Authority presentation and accessibility standards for all desktop delivered instances of the Service, including the Self-Service Administration Portal User Interface which shall comply with WCAG 2.1 AA.</p> <p>The Self-Service Administration Portal User Interface shall support the following desktop applications, as a minimum:</p> <ul style="list-style-type: none"> • JAWS • Zoom Text • Read and Write Gold • Dragon 	Should Required Date: No more than 12-months following Call-Off Start Date
P8	Portal (common)	Design	<p>The Supplier shall work with the Authority's desktop supplier to support the packaging and deployment of the Self-Service Administration Portal onto the Authority desktop and permit multiple DWP users to have simultaneous access.</p>	Must
P9	Portal (common)	Design	<p>The Suppliers Self Service Administration Portal and associated infrastructure implemented to deliver the NGN service, must align, and be compatible with the Authority's standard computer workstation build, currently utilising:</p> <ul style="list-style-type: none"> • Microsoft Edge (Chromium Edition) • Safari for Mac Operating Systems (macOS Monterey (12.3.1 or higher) • iOS for Apple Smartphone Capability (15.4.1 or higher) 	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
P10	Portal (common)	Design	<p>The Supplier shall provide access to the Self-Service Administration Portal via either or both:</p> <ul style="list-style-type: none"> • WAN interconnect or internet-based VPN • Secure web interface, such as HTTPS WWW browser <p>(https://www.gov.uk/government/publications/data-protection-and-security-of-information-supplying-to-dwp)</p>	Must
P11	Portal (common)	Training	<p>The Supplier shall ensure the Authority nominated users are provided with training to be competent in all aspects of the features and controls and capabilities of the Self-Service Administration Portal, this shall include:</p> <ul style="list-style-type: none"> • Online Training – Self Service • Training Documentation, customisable by the Authority • Face to Face training session, when required during the pre/post transition phase. 	Must
P12	Portal (control)	Routing	<p>The Supplier shall allow the Authority to make routing and IVR changes, including:</p> <ul style="list-style-type: none"> • Upload of wav • Download of wav • Deletion of wav • Scheduled change • Immediate change • The ability to check changes have been actioned and gone live or failed. • Export or backup of previous versions of files from a configuration library. • Pre-Production Call Plans that can be worked on interpedently of Live plans which preferably offering an auto save function whilst working on them. • Version Control and previous versions available that, can be deleted when not required. 	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
P13	Portal (control)	Announcements	The Supplier shall provide a solution that allows the Authority to make changes to the features. An example requirement would be to fully build a full routing call plan from an 0800 to translate to an Authority delivery number. This may include TOD pre-routing, Message plans, IVRs plans, Volume plans, % distribution, upload of WAVs, Call plan selector plans and number of IVR repeats.	Must
P14	Portal (control)	Announcements	The Supplier shall provide a solution that allows the Authority to amend elements of the call plan.	Must
P15	Portal (control)	Announcements	The Supplier shall provide the ability for the Authority to perform Self Service announcements based on uploaded WAV files. The Authority will supply WAVs that will have a synthesised voice.	Must
P16	Portal (control)	Announcements	The Supplier shall ensure the ability to construct and modify simple textual input for synthesised voice sources in near real time to be completed by: <ul style="list-style-type: none"> • The Supplier • Self-Serve by the Authority. 	Could Required date: 4-months following Call-Off Start Date
P17	Portal (control)	Announcements	The Supplier shall ensure both the Supplier and the Authority have the capability to construct and maintain Library Media Files in near real time using self service capability.	Must
P18	Portal (mngmt info)	Scope	The Supplier shall work with the Authority's Non-Geographic and Intelligent Network Service Suppliers to ensure presentation of real time and historical information on status and performance of the service interconnects, allowing the Authority to have an accurate and informed view of the End-to-End management of traffic flow.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
P19	Portal (mngmt info)	Scope	<p>The Supplier shall supply a Portal providing Call Data Record (CDR) summary reporting and alerting that the Authority can view and export reports and data from, including the ability to request and run ad-hoc reports from the Supplier data. The Authority must also be able to run historical data via the Suppliers tools. Call data records must be available that include:</p> <ul style="list-style-type: none"> • The customers telephone number. • The number that was dialled. • The terminating number for each call. • Call Plan Options taken. <p>The Call Data Records must be available as counts, status, and durations (minutes or seconds), providing the results for call routing through the IN, indicating success types and the range of failures/terminations.</p>	Must
P20	Portal (mngmt info)	Scope	The Supplier shall make management information available for the whole call flow, including a count on how many customers have selected a specific option from an IVR.	Must
P21	Portal (mngmt info)	Scope	The Supplier shall provide detailed management information itemising all “Cause Codes” for not being able to deliver the call to the Authority.	Must
P22	Portal (mngmt info)	Scope	The Supplier shall enable the Authority to execute queries against standard reports and non-standard database queries to provide specific reports and data extracts, which relate directly to Ministerial Questions or Freedom of Information requests. Reporting templates shall be available for both real time and historic metrics, although this work is typically in investigative in nature meaning that standard reports are often not sufficient.	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
P23	Portal (mngmt info)	Scope	The Supplier shall ensure that management information IN data is available to the Authority via the Portal, at the latest, at the start of the next day (8am).	Could Required date: 4-months following Call-Off Start Date
P24	Portal (mngmt info)	Scope	The Supplier shall notify the Authority if data is not going to be available, proactively.	Must
P25	Portal (mngmt info)	Invoicing	<p>The Supplier shall supply data that enables the Authority to validate the Suppliers billing/invoicing by making the underlying invoicing data available on their portal at the same time as submitting the invoice, providing detailed Billing Management Information (MI) to support each monthly invoice to enable validation, based upon, but not limited to:</p> <ul style="list-style-type: none"> • Calls Offered • Call Data Records (CDR) • Charging Data records • Call Minutes (by Landline, Mobile, Payphone, IPT etc.) • Any associated Service & Management Charges. <p>Charge type, total calls, call duration, total cos and cost percentage are required as a minimum for non-billing CDR reporting.</p>	Must

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ID	DOMAIN	TOPIC	REQUIREMENT	MOSCOW
P26	Portal (mngmt info)	Invoicing	<p>The Supplier shall provide Billing Data capable of being accessed and viewed using several methods, including but not limited to:</p> <ul style="list-style-type: none"> • Standard Report • Graphs • Charts • Call Originating information (Land Line, Mobile etc.) • Associated Call Minutes • Tariffs (0800, 0345 etc.) • Management Charges – including clear and unambiguous breakdown of information. • CDR records 	Must

SPECIAL CALL-OFF SCHEDULES

Special Call-Off Schedule 14 (Service Levels)

Special Call-Off Schedule 23 (Enhanced Security Requirements)

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Special Call-Off Schedule 14 (Service Levels)

1. Introduction

- 1.1. The Buyer will specify in the Order Form at Further Competition whether Part A or Part B to this Schedule applies.
- 1.2. Where the Buyer has not conducted a Further Competition Part B to this Schedule will apply.

2. Definitions

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

“Achieved Service Level”	means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;
“Agreed Service Time”	means the period during which the Supplier ensures the Services are Available to the Buyer;
“Available”	a Service shall be “Available” when the Buyer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;
“Call-Off Contract Year”	means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;
“Critical Service Level Failure”	takes the meaning; a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14; or b) any instance of critical service level failure specified in Annex 2 to Part B of this Schedule where the Buyer selects Part B to this Schedule;
“Downtime”	means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;
“Imposed Carrier Downtime”	means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;
“Incident”	means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;
“Incident Resolution Time”	means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;
“Planned Downtime”	means the time agreed in advance in writing by the Supplier and Buyer within the Agreed Service Time when a Service is not Available;

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“Provisioning”	means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;
“Resolution”	means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;
“Service Credit Cap”	means: a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year fifteen thousand pounds (£15,000); and b) during the remainder of the Call-Off Contract Period, thirty five per cent (35%) of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued; unless otherwise stated in the Order Form during a Further Competition.
“Service Credits”	a) any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; or b) any service credits specified in the Annex to Part B of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
“Service Desk”	means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Service Requests;
“Service Failure Threshold”	means the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Contract;
“Service Level Failure”	means a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;
“Service Level Performance Criteria”	means the criteria identified in either; a) Annex 1 to Part A of this Schedule; or b) paragraph 3.6 of Part B of this Schedule, against which the individual metrics are assessed; depending upon whether Part A or Part B is selected by the Buyer
“Service Levels”	means any service levels applicable to the provision of the Services under this Call-Off Contract specified in Call-Off Schedule 14 (Service Levels);
“Service Level Threshold”	shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A, or Annex 1 of Part B, of this Schedule depending upon which option is selected by the Buyer;

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“Service Period”	means a recurrent period of one month during the Call-Off Contract Period, unless otherwise specified in the Order Form;
“Unavailable”	in relation to a Service, means that the Service is not Available;

3. What happens if you don’t meet the Service Levels

- 3.1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
- 3.2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any Service Level Threshold.
- 3.3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Schedule.
- 3.4. A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:
 - 3.4.1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 3.4.2. the Service Level Failure:
 - a) exceeds the relevant Service Failure Threshold;
 - b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data; and/or
 - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 3.4.3. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).

4. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 4.1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 4.2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 4 shall be without prejudice to the right of the Buyer to terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights) and/or to claim damages from the Supplier for material Default.

PART B: Long Form Service Levels and Service Credits

1. General provisions

- 1.1. The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
 - 1.1.1. Availability of the Services;
 - 1.1.2. quality of the Services;
 - 1.1.3. provisioning;
 - 1.1.4. essential downtime
 - 1.1.5. Buyer support;
 - 1.1.6. complaints handling; and
 - 1.1.7. accurate and timely invoices.
- 1.2. The Supplier accepts and acknowledges that failure to meet the Service Level Threshold set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

2. Principal points

- 2.1. The objectives of the Service Levels and Service Credits are to:
 - 2.1.1. incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
 - 2.1.2. ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
 - 2.1.3. provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.4. provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 2.2. The Parties acknowledge that:
 - 2.2.1. The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and
 - 2.2.2. the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

3. Service Levels

- 3.1. The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.
- 3.2. The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.

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- 3.3. If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:
 - 3.3.1. is likely to or fails to meet any Service Level Threshold; or
 - 3.3.2. is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:
 - a) Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - b) If the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - c) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B of this Call-Off Schedule; or
 - d) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.
- 3.4. Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.
- 3.5. The Buyer may enhance or otherwise modify the Service Levels required during a Further Competition Procedure.
- 3.6. The Services are subject to the following four Service Level Performance Criteria as set out in paragraph 6 of this Part B of Call-Off Schedule 14:
 - 3.6.1. Availability;
 - 3.6.2. Incident Resolution;
 - 3.6.3. Quality; and
 - 3.6.4. Provisioning.

4. Agreed Service Time

- 4.1. The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.
- 4.2. The Agreed Service Time applied to the Services will be determined by the Service Maintenance Level selected by the Buyer on the Order Form.
- 4.3. The Service Maintenance Levels and associated Agreed Service Times is set out in the following table:

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Service Maintenance Level	Agreed Service Time
Level 1	Monday – Friday (excluding Bank Holidays) 08:00-18:00
Level 2	Monday – Saturday (excluding Bank Holidays) 08:00-18:00
Level 3	Monday – Sunday (including Bank Holidays) 07:00-21:00
Level 4	Monday – Sunday (including Bank Holidays) 00:00-23:59 (24 hours per day, 7 days per week)

5. Incidents

- 5.1. If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk.
- 5.2. Incidents must be classified to one of the following four severity levels:

Severity Level	Description of impact of Incident
Severity 1	The Services are Unavailable across the entire Buyer's estate
Severity 2	The Services are Unavailable impacting multiple users (Buyer or citizens)
Severity 3	The Services are Unavailable impacting an individual user (Buyer or citizen)
Severity 4	All other Incidents, including any Incidents raised initially at a higher Severity Level that were subsequently deemed to be attributable to the Buyer or in any other way not attributable to the Supplier.

- 5.2.1. The Supplier shall manage the Incident to resolution in accordance with this Call-Off Schedule, whilst keeping the Buyer appropriately informed of progress.

6. Service Level Performance Criteria

6.1. Availability

- 6.1.1. The Supplier shall ensure that the Services are Available during the Agreed Service Time.
- 6.1.2. Achieved Availability is calculated as a percentage of the total time in a Service Period that the Services should have otherwise been Available to the Buyer using the following formula:

$$\text{Achieved Availability \%} = \frac{(\text{MP} - \text{SD})}{\text{MP}} \times 100$$

Where:

MP means total time within the Agreed Service Time (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period; and

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SD means total service downtime within the Agreed Service Time within the relevant Service Period during which a Service and/or part thereof is Unavailable (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period.

6.2. Incident Resolution

- 6.2.1. The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Time.
- 6.2.2. Maximum Incident Resolution Times are determined by the Severity Levels and Service Maintenance Levels as set out in the following table:

Service Maintenance Level	Severity 1	Severity 2	Severity 3	Severity 4
Level 1	End of next Working Day		5 Working Days	1 Month
Level 2	End of next Working Day		5 Working Days	1 Month
Level 3	Incident reported by 13:00, resolved same day; reported after 13:00, resolved by 13:00 next Working Day		End of next Working Day	15 Working Days
Level 4	6 hours		End of next Working Day	10 Working Days
NGN	2 hours	8 hours	20 hours	5 Working Days

- 6.2.3. Each Incident will either be Resolved within the Maximum Incident Resolution Time, or it will not; and will be reported as such by the Supplier. The actual time taken to resolve the Incident is not material to this Service Level Performance Criteria.
- 6.2.4. Achieved Incident Resolution is calculated as a percentage of the total number of Incidents in a Service Period that should have been resolved within the Maximum Incident Resolution Time using the following formula:

$$\text{Achieved Incident Resolution \%} = \frac{(TI - FI)}{TI} \times 100$$

Where:

TI means the total number of Incidents raised by the Buyer during the Service Period (excluding Severity 4 Incidents); and

FI means the total number of Incidents raised by the Buyer during the Service Period that were not resolved within the Maximum Incident Resolution Time (excluding Severity 4 Incidents).

- 6.2.5. Where an Incident is reported outside the Agreed Service Time, the Incident will be treated as if it has been reported at the beginning of the next Working Day.

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- 6.2.6. The Incident will only be deemed to be Resolved once the Services are Available. However, the Supplier shall not formally close any Incident until the Buyer has confirmed that the Services are Available.

6.3. Quality

- 6.3.1. The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.
- 6.3.2. Measurement of answer and response times of the Service Desk will be based on the time taken for the Supplier to respond to the Buyer's call or email. Calls and emails receiving an automated response or calls placed into a queuing system shall be deemed not to have been answered.

6.4. Provisioning

- 6.4.1. The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.
- 6.4.2. Any delivery of Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be subject to the Service Levels identified in the Variation to this Contract that incorporates those changes; or failing any other agreed Service Level, in accordance with the Supplier's standard provisioning Service Levels, with the exception of Supplier-led Changes (software, security and anti-virus (AV) releases and patches) which will be subject to the relevant Service Level detailed in Part B Annex 1 Section 2 (Incident Resolution – Supplier led Changes).

7. Service Credits

- 7.1. This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.
- 7.2. Service Credit payments are subject to the Service Credit Cap.
- 7.3. Annex 1 to this Part B of this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier.
- 7.4. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.
- 7.5. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part B of this Call-Off Schedule.
- 7.6. The amount of Service Credit is determined by the tables in Annex 1 of this Part B of Call-Off Schedule 14, using the calculated Achieved Service Level Performance Criteria (e.g. Achieved Availability), the Service Level Threshold and the Service Failure Threshold and is calculated by using the straight line formula below:

Service Credit % = $(m \cdot (a - x) + c)$, where

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a is the Service Level Threshold (%) below which Service Credits become payable

b is the Service Failure Threshold (%)

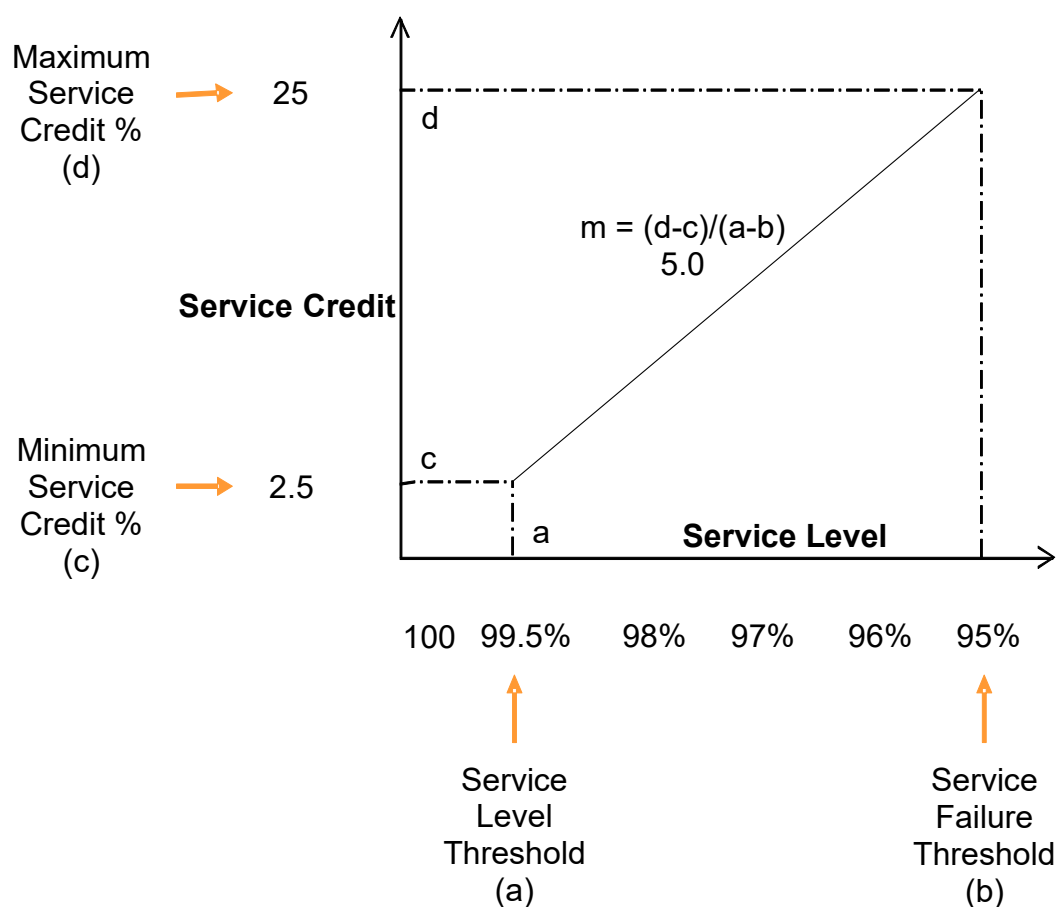
x is the Achieved Service Level Performance Criteria (%) for a Service Period

c is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Threshold

d is the maximum Service Credit (%) payable if the Achieved Service Level Reaches the Service Failure Threshold

m is a coefficient defined for the services, which is calculated from the Formula $m = (d-c)/(a-b)$, that is the slope of the straight line

7.7. Consequently, the Service Credit regime is shown diagrammatically as follows:



7.8. The Service Credit (£) is subsequently derived as follows:

Service Credit (£) = contract charges x Service Credit (%)

7.9. An example Service Credit calculation for the Availability of a service, (offered herein for illustrative purposes only), is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Availability	5.0	99.5%	95.00%	2.5%	25%

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7.9.1. The Achieved Availability of a service was recorded as 97% for a Service Period. For this service, the Service Level Threshold is 99.5% and the Service Failure Threshold is 95%. The contract charges for the service for the Service Period are £3,000. Previous performance had exceeded the Service Level Threshold for Availability.

7.9.2. In this illustration example:

$$\text{Service Credit \%} = 5.0 \times (99.5 - 97.0) + 2.5 = 15\%$$

therefore, the Service Credit calculation is:

$$\text{Service Credit (£)} = £3,000 \times 15\% = £450.$$

7.10. An example Service Credit calculation for Incident Resolution is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Incident Resolution	0.25	95.0%	85.00%	2.5%	5%

7.10.1. The Service Level Threshold is 95% of all incidents to be resolved within a specified time with the Service Failure Threshold being 85%. Assume that the Buyer has 80 Incidents within a Service Period, 10 of which were not resolved within the specified time. Therefore, the Achieved Incident Resolution is 87.5% for the Service Period. The contract charges for all the services that the Buyer is consuming are £50,000 per Service Period. Previous performance had exceeded the Service Level Threshold for Incident Resolution Times.

7.10.2. In this illustration example:

$$\text{Service Credit \%} = 0.25 \times (95 - 87.5) + 2.5 = 4.375\%$$

Consequently, the illustrated Service Credit calculation is:

$$\text{Service Credit (£)} = £50,000 \times 4.375\% = £2,187.50.$$

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PART B Annex 1: Long Form Services Levels and Service Credits Table

1. Availability

1.1.Services (excluding the Service Desk)

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
1	N/A	N/A	N/A	N/A	N/A
2	1.3	95%	80%	5%	25%
3	2.86	97%	90%	5%	25%
4	5	99%	95%	5%	25%
NGN Calls: for incoming calls	202.02	99.999%	99.9%	5%	25%
NGN Portal: for authorised users. Note: this applies to all required Portal functionality as outlined in the MOSCOW requirements.	202.02	99.999%	99.9%	5%	25%
NGN Data: accurate and available by 8am (for the previous day) Note: this applied to all automated required management information relating the Service, covering the platform and billing, including (but not limited to) calls entered and call duration.	202.02	99.999%	99.9%	5%	25%

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1.2. Service Desk

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
All	5	99%	95%	5%	25%
NGN SD: To receive and manage incidents raised via DWP Place	202.02	99.999%	99.9%	5%	25%

2. Incident Resolution

Number of Incidents per Service Period	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
39 or fewer	Not applicable	No more than 2 Incidents are Resolved in excess of the max Incident Resolution Times	5 or more Incidents are Resolved in excess of the max Incident Resolution Times	2.5% (payable when 3 Incidents breach the Service Level Threshold in any Service Period)	5% (payable when 4+ Incidents breach the Service Level Threshold in any Service Period)
40 and more	0.25	95%	85%	2.5%	5%
Severity 1 Incidents resolved within Maximum Incident Resolution Time	25.000	90%	89.9%	2.5%	5%
Severity 2 Incidents resolved within Maximum Incident Resolution Time	5.000	95%	94.5%	2.5%	5%
Severity 3 Incidents resolved within Maximum Incident Resolution Time	5.000	95%	94.5%	2.5%	5%
Severity 4 Incidents resolved within Maximum Incident Resolution Time	1.667	90%	88.5%	2.5%	5%
Supplier led Changes (i.e. Software, Security and Anti-Virus (AV) releases and patches) successful deployed within a calendar month	25.253	99.999%	99.9%	2.5%	5%

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3. Quality

3.1. NGN Service:

Criteria	Coefficient (m)	Service Level Threshold %(a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Calls routed to the agreed design Note: For ease, the Supplier will report against this SLA on a monthly basis as 100% achieved delivering calls against the configured design (TAD - Translated Address Destinations), unless an exception is raised via the fault process and the issue relates to the specific delivery of the call to the Buyer configured telephone number.	202.02	99.999%	99.9%	5%	25%
Speech quality of voice calls delivered up to the point of Agent connection (or up to such point where the Supplier ceases to be in control of the underlying network)	66.667	99.9% shall achieve a Mean Opinion Score (MOS) score of 4.0 or greater Of the remaining 0.1%, 91% shall achieve a MOS score of 3.7 or greater	99.6% shall achieve a MOS score of 4.0 or greater.	5%	25%

3.2. Service Desk:

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Criteria	Coefficient (m)	Service Level Threshold %(a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Calls Answered within 60 seconds	0.250	90%	80%	2.5%	5%
Email Responded to within one (1) Working Day	0.083	90%	60%	2.5%	5%
Abandoned Calls	0.250	95%	85%	2.5%	5%

3.3. Data Service

- 3.3.1. With the exception of 3.1 and 3.2 above, where the Buyer has procured Services that include data services, the following provisions will apply:
- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;
 - (b) Subsequent to Services commencement, where the Buyer believes the quality of the data service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - A. a fault is found, the Incident is Resolved as any other Incident;
 - B. a fault is not found and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

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3.4. Voice Service

- 3.4.1. With the exception of 3.1 and 3.2 above, where the Buyer has procured Services that include voice services, the following provisions will apply:
- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the voice service;
 - (b) Subsequent to Services commencement, where the Buyer believes the quality of the voice service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - A. a fault is found, the Incident is Resolved as any other Incident;
 - B. a fault is not found and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the Buyer that the voice service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

PART B Annex 2: Critical Service Level Failure

1. CRITICAL SERVICE LEVEL FAILURE

- 1.1. A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.
- 1.2. In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

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PART C: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1. Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:
 - 1.1.1. to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2. for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").
- 1.2. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3. The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Buyer in accordance with the processes agreed in Paragraph 1.2 of Part C of this Call-Off Schedule above.
- 1.4. The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part C of this Call-Off Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.4.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.4.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.4.3. details of any Critical Service Level Failures;
 - 1.4.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.4.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.4.6. such other details as the Buyer may reasonably require from time to time.
- 1.5. The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 1.5.1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.5.2. be attended by the Supplier's representative and the Buyer's representative; and
 - 1.5.3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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- 1.6. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Buyer's representative at each meeting.
- 1.7. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

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

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PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING

REQUIREMENTS

These Key Performance Indicators (KPI) are for performance monitoring and reporting purposes only and will not give rise to Service Credits. However, any failure to achieve the KPI Target will be explored in the Performance Review Meetings by the Operational Board, and remedial action will be required by the Supplier.

KPI 1 - Performance Monitoring Reports Provided on Time	
KPI Description	A measure of the timeliness of Performance Monitoring Report delivery within 10 working days of the Calendar Month end expressed as a percentage of Performance Monitoring Reports for a Calendar month provided by the Supplier to the Buyer within the timescales.
KPI Calculation	$A / B \times 100\%$ where: A = The number of Performance Monitoring Reports delivered within the KPI agreed timescales in the Calendar Month in question. B = The total number of Performance Monitoring Reports delivered in the Calendar Month.
Reporting Period	Service Measurement Period (a Calendar Month)
KPI Target	100% of Performance Monitoring Reports provided by the agreed date.

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KPI 2 - Incident Volume Reduction	
Description	Continue to drive the overall reduction of Incidents experienced by users on their Digital products (services and products delivered by DWP Digital) by a minimum of 10% (on previous year's figures). This relates to the Buyer's target to improve the overall quality of our Digital offering to end users. To achieve this all components, such as this Service, must contribute in equal % terms.
Automated Tech Now measure	Yes
Measurement Start Point	Not applicable
Measurement End Point	Not applicable
KPI Target	<p>10% Reduction in current vs previous years totals. Though an annual target, volume reduction will be monitored/reported monthly against the 10% target.</p> <p>Green: > 10% reduction Amber: > 5% - ≤ 10% reduction Red: < 5% reduction</p>
Measurement Hours	Not applicable
Data Scope	<p>In Scope</p> <ul style="list-style-type: none"> • User Incidents raised in the reporting period. <p>Out of Scope</p> <ul style="list-style-type: none"> • Proactive incidents (i.e. Proactive tick box is checked) where there is no impact to the Buyer's customer and/or citizens
Measure Calculations	<p>Performance achievement is aggregated for all incident priorities and is reported as a percentage.</p> <p>Baseline = $\frac{\text{Total number of incidents raised in previous year}}{\text{Total number of user incidents raised in DWP Place}} \times 100$</p> <p>Where the measure is reported monthly, or as a year to date figure, the baseline used is the total number of incidents raised for the same period the previous year.</p>
Reporting Source	<p>Performance Analytics Dashboards (DWP Place)</p> <p>This report will be produced by DWP (not the Supplier as Part C paragraph 1.4 suggests) and the relevant aspects will be made available to the Supplier via DWP Place to support Performance Review Meetings when performance against this target will be discussed.</p>

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KPI 3 - Billing Management Information Reports Delivery and Accuracy	
KPI Description	A measure of the overall accuracy of the Billing Management Information Reports delivered to the DWP within 10 calendar days of the end of the calendar month.
KPI Calculation	<p>Accuracy of the Billing Management Information Reports for each Calendar Month shall be measured by:</p> <p>Subtracting the total volume of errors attributable to the Supplier in the Invoicing Query Log for the Calendar Month from the total number of invoices raised in the Calendar Month as listed on the "Total Invoices Report".</p> <p>This shall be expressed as a percentage of the total number of invoices raised in the Calendar Month as listed on the "Total Invoices Report" i.e.</p> <p>% accuracy of Billing Management Information Reports for the Calendar Month = $(A-B) / A \times 100$ where</p> <p>A = the total number of invoices raised in the Calendar Month as listed on the "Total Invoices Report" and</p> <p>B = the total volume of errors attributable to the Supplier in the Invoicing Query Log for the Calendar Month.</p> <p>Invoice and/or the Billing Management Information errors shall include but not be limited to:</p> <ul style="list-style-type: none"> • Billing Management Information Reports not delivered within ten (10) Working Days of the Calendar Month end date • Invoice and associated Billing Management Information Reports not delivered at the same time • Invoice volume which does not match the Billing Management Information Reports volume • Invoices raised for Services which the Buyer is disputing.
Reporting Period	Service Measurement Period (a Calendar Month)
KPI Target	99.9%

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KPI 4 - Time to Publish Knowledge Articles	
KPI Description	Knowledge Articles provided by the Supplier within required timescales.
KPI Calculation	$((A - B) / C) \times 100$ <p>A = Number of Knowledge Articles provided by the Supplier in the Calendar Month which are within seven (7) working days of a Problem being Assigned to the Supplier</p> <p>B = Number of outstanding Knowledge Articles where the Supplier has failed to raise a Knowledge Article in respect of a Problem for which a Knowledge Article is required within fourteen (14) days (where the Knowledge Article was due in this or a preceding Calendar Month)</p> <p>C = Number of Problems Assigned to the Supplier for which a Knowledge Article was due to be provided by the Supplier within the Calendar Month.</p> <p>Minimum Volumes</p> <p>If there are less than ten (10) Knowledge Articles due in the Calendar Month, the KPI Measure shall be deemed met, provided that such Knowledge Articles shall be carried forward into the following Calendar Month or Calendar Months, until such time as there are ten (10) or more Knowledge Articles provided in a Calendar Month, at which point the KPI calculation shall then be carried out.</p>
Reporting Period	Service Measurement Period (a Calendar Month)
KPI Target	90%

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Special Call-Off Schedule 23 (Enhanced Security Requirements)

The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, comply with the Buyer's security requirements as set out in the Contract which include the requirements set out in this Schedule 23 to the Contract (the "Buyer's Security Requirements"). The Buyer's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Buyer Assets, the Buyer's Systems Environment and the Supplier's Systems Environment.

Terms used in this Schedule 23 which are not defined below shall have the meanings given to them in clause A1 (Definitions and Interpretations) of the Contract.

1. DEFINITIONS

1.1 In this Schedule 23, the following definitions shall apply:

"Buyer Personnel"	shall mean all persons employed by the Buyer including directors, officers, employees together with the Buyer's servants, agents, consultants, contractors and suppliers but excluding the Supplier and any Sub-contractor (as applicable).
"Availability Test"	shall mean the activities performed by the Supplier to confirm the availability of any or all components of any relevant ICT system as specified by the Buyer.
"CHECK"	shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.
"Cloud"	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.
"Cyber Essentials Plus"	shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
"Cyber Security Information Sharing Partnership" or "CiSP"	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
"Good Security Practice"	shall mean: <ul style="list-style-type: none">a. the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by

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the International Organization for Standardization or the National Institute of Standards and Technology);

- b. security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
- c. the Government's security policies, frameworks, standards and guidelines relating to Information Security.

"Information Security"

shall mean:

- a. the protection and preservation of:
 - i. the confidentiality, integrity and availability of any Buyer Assets, the Buyer's Systems Environment (or any part thereof) and the Supplier's Systems Environment (or any part thereof);
 - ii. related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- b. compliance with all Law applicable to the processing, transmission, storage and disposal of Buyer Assets.

"Information Security Manager"

shall mean the person appointed by the Supplier with the appropriate experience, authority and expertise to ensure that the Supplier complies with the Buyer's Security Requirements.

"Information Security Management System ("ISMS")"

shall mean the set of policies, processes and systems designed, implemented and maintained by the Supplier to manage Information Security Risk as certified by ISO/IEC 27001.

"Information Security Questionnaire"

shall mean the Buyer's set of questions used to audit and on an ongoing basis assure the Supplier's compliance with the Buyer's Security Requirements.

"Information Security Risk"

shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.

"ISO/IEC 27001, ISO/IEC 27002 and ISO 22301"

shall mean:

- a. ISO/IEC 27001;
- b. ISO/IEC 27002/IEC; and
- c. ISO 22301

in each case as most recently published by the International Organization for Standardization or its successor entity (the **"ISO"**) or the relevant successor or replacement information security standard which is formally recommended by the ISO.

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“NCSC”	shall mean the National Cyber Security Centre or its successor entity (where applicable).
“Penetration Test”	shall mean a simulated attack on any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof).
“PCI DSS”	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”).
“Risk Profile”	shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
“Security Test”	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
“Tigerscheme”	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
“Vulnerability Scan”	shall mean an ongoing activity to identify any potential vulnerability in any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof).

- 1.2 Reference to any notice to be provided by the Supplier to the Buyer shall be construed as a notice to be provided by the Supplier to the Buyer’s Representative.

2. PRINCIPLES OF SECURITY

- 2.1 The Supplier shall at all times comply with the Buyer’s Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE, CERTIFICATION AND AUDIT

- 3.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to ISO/IEC 27001 (the **“ISO Certificate”**) in relation to the Services during the Contract Period. The ISO Certificate shall be provided by the Supplier to the Buyer on the dates as agreed by the Parties.
- 3.2 The Supplier shall appoint:
- an Information Security Manager; and
 - a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time.

The Supplier shall notify the Buyer of the identity of the Information Security Manager on the Commencement Date and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

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- 3.3 The Supplier shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:

- a. a scope statement (which covers all of the Services provided under this Contract);
- b. a risk assessment (which shall include any risks specific to the Services);
- c. a statement of applicability;
- d. a risk treatment plan; and
- e. an incident management plan

in each case as specified by ISO/IEC 27001.

The Supplier shall provide the Information Security Management System to the Buyer upon request within 10 Working Days from such request.

- 3.4 The Supplier shall notify the Buyer of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Buyer or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the Contract Period after the first date on which the Supplier was required to provide the ISO Certificate in accordance with paragraph 3.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Buyer to exercise its rights under clause F5.2A.
- 3.5 The Supplier shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Buyer.
- 3.6 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.5, the Buyer may, in its absolute discretion, notify the Supplier that it is not in compliance with the Buyer's Security Requirements and provide details of such non-compliance. The Supplier shall, at its own expense, undertake those actions required in order to comply with the Buyer's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Buyer's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Buyer to exercise its rights under clause F5.2A.

4. CYBER ESSENTIALS PLUS SCHEME

- 4.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during Contract Period. The Cyber Essentials Plus Certificate shall be provided by the Supplier to the Buyer annually on the dates as agreed by the Parties.
- 4.2 The Supplier shall notify the Buyer of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure

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or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Contract Period after the first date on which the Supplier was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Buyer to exercise its rights under clause F5.2A.

5. RISK MANAGEMENT

- 5.1 The Supplier shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the Contract Period which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Buyer's Security Requirements are met (the **Risk Assessment**). The Supplier shall provide the Risk Management Policy to the Buyer upon request within 10 Working Days of such request. The Buyer may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Buyer's Security Requirements. The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Buyer within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Supplier shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the threat landscape or (iii) at the request of the Buyer. The Supplier shall provide the report of the Risk Assessment to the Buyer, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Supplier shall notify the Buyer within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Buyer decides, at its absolute discretion, that any Risk Assessment does not meet the Buyer's Security Requirements, the Supplier shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services.
- 5.5 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5. Any failure by the Supplier to comply with any requirement of this paragraph 5 (regardless of whether such failure is capable of remedy), shall constitute a Material Breach entitling the Buyer to exercise its rights under clause F5.2A.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "**Information Security Questionnaire**") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.
- 6.2 The Supplier shall conduct Security Tests to assess the Information Security of the Supplier's Systems Environment and, if requested, the Buyer's Systems

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Environment. In relation to such Security Tests, the Supplier shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the Buyer's System Environment or (iii) at the request of the Buyer which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Buyer. The Supplier shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Supplier shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Buyer in its absolute discretion.

- 6.3 The Buyer shall be entitled to send the Buyer's Representative to witness the conduct of any Security Test. The Supplier shall provide to the Buyer notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Supplier provides code development services to the Buyer, the Supplier shall comply with the Buyer's Security Requirements in respect of code development within the Supplier's Systems Environment and the Buyer's Systems Environment.
- 6.5 Where the Supplier provides software development services, the Supplier shall comply with the code development practices specified in the Specification or in the Buyer's Security Requirements.
- 6.6 The Buyer, or an agent appointed by it, may undertake Security Tests in respect of the Supplier's Systems Environment after providing advance notice to the Supplier. If any Security Test identifies any non-compliance with the Buyer's Security Requirements, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Buyer at its absolute discretion. The Supplier shall provide all such co-operation and assistance in relation to any Security Test conducted by the Buyer as the Buyer may reasonably require.
- 6.7 The Buyer shall schedule regular security governance review meetings which the Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Where the Supplier obtains, stores, processes or transmits payment card data, the Supplier shall comply with the PCI DSS.
- 7.2 The Supplier shall obtain and maintain up-to-date attestation of compliance certificates ("**AoC**") provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance ("**RoC**") provided by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the Contract Period. The Supplier shall provide the respective PCI Reports to the Buyer upon request within 10 Working Days of such request.
- 7.3 The Supplier shall notify the Buyer of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required

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in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Buyer's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Buyer's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Buyer's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.
- 8.3 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Supplier shall be a member of the Cyber Security Information Sharing Partnership during the Contract Period. The Supplier shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information
- 9.2 The Supplier shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Supplier's Risk Management Policy.

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ANNEX A – SECURITY POLICIES

The Security Policies are published on <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a. Acceptable Use Policy
- b. Information Security Policy
- c. Physical Security Policy
- d. Information Management Policy
- e. Email Policy
- f. Technical Vulnerability Management Policy
- g. Remote Working Policy
- h. Social Media Policy
- i. Forensic Readiness Policy
- j. SMS Text Policy
- k. Privileged Users Security Policy
- l. User Access Control Policy
- m. Security Classification Policy
- n. Cryptographic Key Management Policy
- o. HMG Personnel Security Controls – May 2018 (published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p. NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a. SS-001 - Part 1 - Access & Authentication Controls
- b. SS-001 - Part 2 - Privileged User Access Controls
- c. SS-002 - PKI & Key Management
- d. SS-003 - Software Development
- e. SS-005 - Database Management System Security Standard
- f. SS-006 - Security Boundaries
- g. SS-007 - Use of Cryptography
- h. SS-008 - Server Operating System
- i. SS-009 - Hypervisor
- j. SS-010 - Desktop Operating System
- k. SS-011 - Containerisation
- l. SS-012 - Protective Monitoring Standard for External Use
- m. SS-013 - Firewall Security
- n. SS-014 - Security Incident Management
- o. SS-015 - Malware Protection
- p. SS-016 - Remote Access
- q. SS-017 - Mobile Devices
- r. SS-018 - Network Security Design
- s. SS-019 - Wireless Network
- t. SS-022 - Voice & Video Communications
- u. SS-023 - Cloud Computing
- v. SS-025 - Virtualisation
- w. SS-027 - Application Security Testing
- x. SS-028 - Microservices Architecture
- y. SS-029 - Securely Serving Web Content
- z. SS-030 - Oracle Database
- aa. SS-031 - Domain Management
- bb. SS-033 - Patching