

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

Order Form

CALL-OFF REFERENCE:	Bravo 35650
THE BUYER:	Natural England
BUYER ADDRESS	Suite D, Unex House, Bourges Boulevard, Peterborough, Cambs. PE1 1NG
THE SUPPLIER:	Carter Jonas LLP
SUPPLIER ADDRESS:	1 Chapel Place London W1G 0BG
REGISTRATION NUMBER:	OC304417

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Insert date of issue. It's issued under the Framework Contract with the reference number RM6168 for the provision of Estate Management services.

CALL-OFF LOT(S): Lot 1: Total Estate Management

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6168**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6168
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6168
 - 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 (V3.1))
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)

- Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering) n/a
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms) n/a
 - Call-Off Schedule 18 (Background Checks) n/a
 - Call-Off Schedule 19 (Scottish Law) n/a
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) n/a
 - Call-Off Schedule 23 (HMRC Terms) n.a
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility) **RM6168**
 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE: 18 March 2022

CALL-OFF EXPIRY DATE: 17 October 2026

CALL-OFF INITIAL PERIOD: 4.5 years

CALL-OFF DELIVERABLES

Option B: 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] in the first 12 months of the Contract. The Buyer must always provide a figure here

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

Travel and subsistence expenses in line with NE rates

PAYMENT METHOD

Normal payment terms will apply and payment will be made on an annual basis for the work undertaken after receipt of the final valuation report for each respective year along with the provision of any relevant evidence as requested by the external auditors to validate the figures for the purpose of the Annual Report and Accounts.

BUYER'S INVOICE ADDRESS:

Supplier shall on its own forms render invoices to Defra at the following address:

Defra

SSCL

PO Box 797

Newport, Gwent

NP10 8FZ

Tel: 0845 000 0898 Email:

BUYER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

As Above

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Supplier Staff	Email	Phone Number

KEY SUBCONTRACTOR(S)

Framework Ref: RM6168 - Estate Management Services

Project Version: v1.0

Model Version: v3.0

none

COMMERCIALLY SENSITIVE INFORMATION

None

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: [REDACTED]

The Service Period is: one Month

A Critical Service Level Failure is: failure to provide the correct report within the specified deadline.

ADDITIONAL INSURANCES

details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

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)

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

Call-Off Schedule 1 (Transparency Reports)

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

- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	TBC	WORD	MONTHLY
Call-Off Contract Charges	TBC	WORD	MONTHLY
Key Subcontractors	TBC	WORD	MONTHLY
Technical	TBC	WORD	MONTHLY
Performance management	TBC	WORD	MONTHLY

Call-Off Schedule 3 (Continuous Improvement)

Buyer's Rights

- i. 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.

7. Supplier's Obligations

- i. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- ii. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- iii. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - i. identifying the emergence of relevant new and evolving technologies;
 - ii. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - iii. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking

methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

- iv. 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.
- iv. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- v. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- vi. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- vii. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- viii. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - i. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - ii. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- ix. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- x. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- xi. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- xii. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

 www.gov.uk/defra

Invitation to Tender

Tender for Natural England Heritage Assets Valuation Project

Tender Reference: 35650

Important Notice

All references in this ITT to the Authority include, where appropriate and unless the context otherwise requires, references to the Authority's predecessors and successor(s).

The Information has been prepared to assist interested parties in deciding whether or not to submit a Response in relation to the procurement. It does not purport to be all-inclusive or to contain all of the information that a Tenderer may require. Any descriptions of existing and proposed contractual arrangements are of a general nature only. Where the Information describes any contractual arrangements which are not yet in force, those arrangements are subject to change. Any reference to a contract or other document is qualified in full by reference to the entire terms of the contract or document to which reference is made.

The issue of this ITT in no way commits the Authority to award the contract to any person or party. The Authority reserves the right to terminate the competition, to award a contract without prior notice, to change the basis, the procedures and the timescales set out or referred to in this ITT, or to reject any or all Responses and to terminate discussions with any or all Tenderers at any time. Nothing in this ITT should be interpreted as a commitment by the Authority to award a Contract to a Tenderer.

The Authority does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Information. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to any such information or representations or warranties (express or implied) contained in, or errors or omissions from, this document or based on or relating to the recipient's use, or the use by any of its subsidiaries or the respective representatives of any of them, in the course of its or their evaluation of the service or any other decision. In the absence of express written warranties or representations as referred to below, the Information shall not form the basis of any agreements or arrangements entered into in connection with this procurement.

The Information has been provided in good faith and all reasonable endeavours have been made, and will be made, to inform you of the requirements of the Authority. However, the Information does not purport to be comprehensive or to have been independently verified. You should form your own conclusions about the methods and resources needed to meet these requirements. In particular, neither the Authority nor any of its advisers accept responsibility for representations, writings, negotiations or understandings in connection with this procurement made by the Authority (whether directly or by its agents or representatives), except in respect of any fraudulent misrepresentation made by it. Tenderers are expected to carry out their own checks for verification.

The only information which will have any legal effect and / or upon which any person may rely will be such information (if any) as has been specifically and expressly represented and / or warranted in the Contract or other relevant agreements entered into at the same time as the Contract is entered into or becomes unconditional.

Subject always to the provisions of the preceding paragraph, Tenderers considering entering a contractual relationship with the Authority should make their own investigations and enquiries as to the Authority's requirements beforehand. The subject matter of this ITT shall only have any contractual effect when it is incorporated into the expressed terms of an executed contract.

The issue of this ITT is not to be construed as a commitment by the Authority to enter into a contract as a result of this procurement process. Any expenditure, work or effort undertaken prior to the execution of a Contract is accordingly a matter solely for the commercial judgement of the Tenderer. The Authority reserves the right to withdraw from the procurement at any time or to re-invite Responses on the same or any alternative basis.

Nothing in this ITT shall constitute legal, financial or tax advice. This ITT is not a recommendation by the Authority, nor any other person, to bid for, enter into or agree to enter into any contract in connection with this procurement, nor to acquire shares in the capital of any company that is to carry out any part of the service or in any parent company of that company. In considering any investment in the shares of any company or in bidding for the award of the service, each Tenderer, potential contractor, funder and investor should make its own independent assessment and seek its own professional financial, taxation, insurance and legal advice and conduct its own investigations into the opportunity of being awarded a contract in relation to this procurement and of the legal, financial, taxation and other consequences of entering into contractual arrangements in connection with this the procurement.

This ITT and the Information is confidential.

This ITT is subject to copyright. Neither this ITT, nor the Information, nor any other information supplied in connection with it, may, except with the prior written consent of the Authority, be published, reproduced, copied, distributed or disclosed to any person, nor used for any purpose other than consideration by each Tenderer of whether or not to submit a Response.

The Authority reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and Information contained in this ITT as it shall in its absolute discretion think fit.

The Authority will not be responsible for the costs or expenses of any Tenderer in relation to any matter referred to in this ITT howsoever incurred, including the evaluation of the service opportunity, the award, or any proposal for the award of the contract or negotiation of the associated contractual agreements.

Each Tenderer's acceptance of delivery of this ITT constitutes its agreement to and acceptance of the terms set out in this Important Notice.

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Section	Contents	Action
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2	Evaluation	For Information
3	Specification of Requirements	For Information

Appendices	Contents	Action
A	Form of Tender	Print, Sign, Scan and Upload to Bravo
B	Authority's Conditions of Contract	For Information
C	Armed Forces Corporate Covenant	For Information
D	Technical Evaluation Questions	Please complete on Bravo
E	Commercials	Please complete on Bravo
F	List of Scope Annexes downloadable from Bravo	For Information

SECTION 1: TENDER PARTICULARS

GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Appendix B: Authority's Conditions of Contract) have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Authority”	the Department for Environment, Food and Rural Affairs, on behalf of Natural England, acting as part of the Crown.
“Bravo”	the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the Lot 1: Total Estate Management procurement.
“ITT”	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Pricing Schedule”	the form (APPENDIX E – COMMERCIALS) accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.
“Regulations”	the Public Contracts Regulations 2015.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer's formal Tender.
“Tender”	a formal tender in response to this ITT.
“Tenderer”	anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	the timetable set out in Part 2 of this Section.

References to a “Section” and to an “Appendix” are references to a section and to an appendix in the ITT.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

PART 1: GENERAL

- 1.1 The Authority is looking for suppliers to carry out the quinquennial revaluation of Natural England's Non-operational Heritage Assets as at 31 March 2022 and the four years subsequent desktop reviews as at 31 March 2023 through to 31 March 2026.
- 1.2 This procurement is being carried out in accordance with the Regulations and terms under the CCS framework RM6168 Estate Management Services. The Authority will conduct the procedure fairly, openly, and transparently.
- 1.3 The Authority is using Bravo for this procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. It can be accessed via your web browser at <http://defra.bravosolution.co.uk>.
- 1.4 Tenderers are required to submit their Tender in accordance with the instructions set out in Bravo and the ITT.
- 1.5 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.6 Tenderers should read the ITT carefully before submitting a Tender. It sets out:
 - the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Tender;
 - award criteria and evaluation criteria which will be used to assess the Tenders; and
 - the administrative arrangements for the receipt of Tenders.
- 1.7 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in clause 3.13
- 1.8 Tenderers are responsible for ensuring they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.9 Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.
- 1.10 If there is any conflict between the information set out in the ITT and the information displayed in Bravo, the information in the ITT shall take precedence over the information displayed in Bravo.
- 1.11 The copyright in the ITT is vested in the Crown and may not be reproduced, copied, or stored in any medium without the prior written consent of the Authority. The ITT, and any document issued as a supplement to it, are and shall remain the property of the Crown and must be returned upon demand.

PART 2: PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS

- 2.1 The Timetable below is indicative and subject to change by the Authority and Tenderers will be informed accordingly.

Procurement Activity	Anticipated Date
ITT published	14/02/2022
Deadline for asking questions	21/02/2022
Deadline for tender return	12pm on 04/03/2022
Tender evaluation begins	04/03/2022
Notification of award	14/03/2022
Contract Start Date	15/03/2022

PART 3: COMPLETION OF TENDER

- 3.1 By submitting a Tender, Tenderers agree:

- to be bound by the ITT; and
- that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.

- 3.2 The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the deadline for Tenders.

- 3.3 Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants, and advisers) during the procurement must be made using Bravo. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through Bravo.

Submission of Tenders

- 3.4 Tenderers must complete all parts of the Tender form in Bravo in accordance with the instructions therein.

- 3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via Bravo as part of a Tender in accordance with the instructions in Bravo.

- 3.5.1 The Tender and any documents accompanying it must be in English.

- 3.6 Prices must be submitted in £ Sterling exclusive of VAT.
- 3.7 Tenders will be checked for completeness and compliance with the requirements of the ITT and only compliant Tenders will be evaluated.
- 3.8 Tenderers must be explicit and comprehensive in their Tender as, subject to any s referred to below, this will be the single source of information used to score and rank Tenders. The Authority will take into account only information which is specifically asked for in the ITT.
- 3.9 Where a length of response is stipulated, for example, a word count limit, only the information within the set limit will be evaluated.
- 3.10 Failure to provide the information required or supply documents referred to in the Tender within the deadline for Tenders may result in rejection of the Tender.
- 3.11 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.12 Different persons may be responsible for evaluating different responses to questions in a Tender. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Tender but should answer each question so that it forms a stand-alone response. This may mean Tenderers need to repeat certain information in response to different questions if this is required by those questions.

Clarifications sought by Tenderers

- 3.13 Any request for clarification regarding the ITT should be submitted at the earliest opportunity via Bravo and in any event no later than the deadline for clarifications set out in the Timetable. The Authority is under no obligation to respond to queries raised after the clarification deadline.
- 3.14 The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers other than in exceptional circumstances.
- 3.15 If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
- the clarification and response is not commercially sensitive; and/or
 - all Tenderers may benefit from its disclosure,

the Authority will notify the Tenderer of this (via Bravo), and the Tenderer will have an opportunity to withdraw the request for clarification. If the request for clarification is not withdrawn within 48 hours of the Authority's notification, the Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.

- 3.16 The Authority may not respond to a request for clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

Changes to Tenders

- 3.17 Tenderers may modify their Tenders prior to the deadline for Tenders. No Tenders may be modified after the deadline for Tenders.
- 3.18 Tenderers may withdraw their Tenders at any time by submitting a notice via Bravo. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 120 days from the deadline for Tenders.

Receipt of Tenders

- 3.19 Tenders must be uploaded onto Bravo no later than the time and date set out in the Timetable as the deadline for Tenders. The Authority will not consider Tenders received after the deadline. The Authority may, however, at its own discretion, extend the deadline and in such circumstances the Authority will notify all Tenderers of any change.
- 3.20 If a Tenderer experiences problems when uploading its Tender, it should contact the Bravo helpdesk for assistance and also inform the Authority.

Acceptance of Tenders

- 3.21 By issuing the ITT, communicating with a Tenderer or a Tenderer's representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award any contract.

Costs of Tendering

- 3.22 Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Tenders, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Tenders, even if the procurement is terminated or amended by the Authority.

Clarifications sought by the Authority

- 3.23 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond adequately may result in the Tender being rejected.
- 3.24 Tenderers must give the names of two people in their organisation who can answer the Authority's clarification questions. The Authority will not contact any other persons. Tenderers must notify the Authority promptly of any changes.

Confidentiality of the ITT and related documents

- 3.25 The contents of the ITT and of any other documents and information published or provided by the Authority in respect of this procurement are provided on condition that

they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.

- 3.26 Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:
- disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.27 Tenderers shall not undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.28 All Central Government Departments, their Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.
- 3.29 For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third-party evaluators:

- 3.30 When providing details of contracts as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.31 The Authority may contact any named customer contact given as a reference or otherwise referred to as part of a Tender (and including any contacts or references given as part of the Tenderer's PQQ response). The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.32 Subject to clauses 3.34 to 3.38 the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.

- 3.33 The Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Tenders in accordance with the ITT. This right shall be in addition to the provisions of clauses 3.28, 3.29 and 3.34 to 3.38.

Commercially sensitive information and Freedom of Information

- 3.34 In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may disclose information submitted to the Authority by the Tenderer.
- 3.35 If the Tenderer considers any information which it supplies to be commercially sensitive or confidential it should complete the schedule of Commercially Sensitive Information set out in Bravo and:
- clearly identify such information as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information; and
 - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.36 Where a Tenderer identifies information as confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.37 However, even where information is identified as being confidential or commercially sensitive, there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in clauses 3.28 and 3.29). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked "confidential" or "commercially sensitive" will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.
- 3.38 If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

- 3.39 Whilst the information in the ITT and supporting documents have been prepared in good faith the Authority does not warrant that it is comprehensive or that it has been independently verified.
- 3.40 Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff, or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
- accepts any liability for the information contained in the ITT or in any other written or oral communication transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy, or completeness of that information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any party considering entering into contractual relationships with the Authority following receipt of the ITT should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

- 3.41 Neither the issue of the ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the ITT or in any other communication made between the Authority and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement, or representation that a contract shall be offered.

Canvassing

- 3.42 Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract or this procurement which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent concerning any other Tenderer or Tender will be excluded from this procurement and its Tender rejected.
- 3.43 The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

- 3.44 The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic, or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.45 If the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Tender being rejected.

- 3.46 Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

Changes to a Tenderer's Circumstances

- 3.47 The Authority may:

- reject a Tender if there is a subsequent change of identity, control, financial standing or other factor which may affect the Authority's evaluation of the Tender;
- revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderer's circumstances; or
- at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Tender and in the absence of such certificate, reject the Tender.

Sub-Contracting

- 3.48 Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Tender should be given in respect of the prime contractor and a separate appendix should be used to provide details of the proposed bidding model that includes:

- members of the supply chain;
- the percentage of work being delivered by each sub-contractor; and
- the key contract deliverables each sub-contractor will be responsible for

- 3.49 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Tenderers should note that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Tender, the Tenderer should inform the Authority immediately via Bravo. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Pricing

- 3.50 Prices must be submitted in £ Sterling exclusive of VAT.
- 3.51 The Contract is to be awarded as a fixed price which will be paid according to the deliverables stated in the Specification of Requirements and agreed programme submitted by the tenderer.

- 3.52 The Pricing Schedule (APPENDIX E – COMMERCIALS) sets out the minimum level of pricing information required for the Tender. The Authority may request a detailed breakdown of any Tender.

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

- 4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement. Tenderers should note that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website <https://www.gov.uk/contracts-finder>. In some circumstances, limited redactions may be made to some contracts before they are published.

PART 5: ARMED FORCES COVENANT

- 5.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities, and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

- 5.2 The Covenant's 2 principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

- 5.3 Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided in Appendix D.
- 5.4 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [REDACTED]
Address: Armed Forces Covenant Team
Zone D, 6th Floor, Ministry of Defence,
Main Building, Whitehall, London, SW1A 2HB

- 5.5 Paragraphs 5.1 – 5.4 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award

procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

SECTION 2: EVALUATION

Evaluation comprises the stages set out in the table below. Evaluation criteria is set out in Defra Bravo and Bidders are required to complete their technical methods statements on the Bravo portal.

Stage	Section Reference	Bravo reference	Evaluation Criteria	Question Scoring/ Weighting (%)
Stage 1	Form of Tender	Form of Tender - Profile Question Section	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in Bravo, your Tender will be rejected as non-compliant.	Pass/Fail
Stage 2	Technical & Professional Ability – (APPENDIX D)	This stage will be evaluated in accordance with the criteria set out in the Technical Questionnaire.	Scored. The weighting for this section is 70%	
Stage 3	Pricing Schedule (APPENDIX E – COMMERCIALS)	Commercial evaluation on Bravo, Prices will be evaluated in accordance with criteria set out in the Pricing Schedule.	Scored. The weighting for this section is 30%	
Stage 4	Final score	<p>The final score is calculated as follows: 70% is made up of the total of Stage 2 30% is made up from Stage 3</p> <p>The most economically advantageous Tender will be the Tender with the highest final score.</p>		

- 2.1 Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Tender after the weightings in clause 1.3 are applied.
- 2.2 Each question will be scored separately, and no reference will be made between the questions.

- 2.3 To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:
- the total quality scores awarded will form 70% of the final score;
 - site visit will not be scored;
 - The score awarded for price will form 30% of the final score.
- 2.4 Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the APPENDIX E - COMMERCIALS.
- 2.5 Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

Commercial Questionnaire

- 3.1 Tenderers must complete:
- Appendix E - pricing document and upload this to BRAVO
 - Insert their total price into the Commercial Section within BRAVO.
 - Copy of the programme including a column for invoice date and amount to set out when you wish to be paid. (10% to be paid on completion). Please ensure total cost of programme and total price match.

The total price submitted shall be for the requirements detailed in the specification of requirements.

- 3.2 Prices must be submitted in £ Sterling (GBP), excluding VAT.
- 3.3 The price evaluation will be scored as follows:
- 3.4 The maximum marks available for this part of the Tender will be 30% and will be awarded to the Tenderer which submits the lowest price.
- 3.5 The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price.
- 3.6 The total price submitted by Tenderers for the whole Contract period ONLY as stated in the APPENDIX E – COMMERCIALS document will be used for this evaluation.
- 3.7 The calculation used is the following for this example we have used 30% as the Commercial Weighting:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 30 \% \text{ (Maximum available marks)}$$

- 3.8 For example, if three Tenders are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

$$\text{Tenderer A Score} = £3000/£3000 \times 30 \% \text{ (Maximum available marks)} = 30\%$$

$$\text{Tenderer B Score} = £3000/£5000 \times 30 \% \text{ (Maximum available marks)} = 18\%$$

$$\text{Tenderer C Score} = £3000/£6000 \times 30 \% \text{ (Maximum available marks)} = 15\%$$

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out a summary of the Authority's requirements.

3.1 Introduction / Background:

Natural England was created as a Non-Departmental Public Body under an Act of Parliament – the Natural Environment and Rural Communities (NERC) Act 2006. Our general purpose is “to ensure that the natural environment is conserved, enhanced and managed for the benefit of present and future generations, thereby contributing to sustainable development”. Our duties and powers under this general purpose are wide ranging. For example, we may undertake research, give advice to any public authority or person, and publish information about our work. All of our work is carried out under the NERC Act 2006 and other environmental legislation (including European and international obligations) or at the specific request of Government.

We are a national organisation that covers the whole of England, extending 12 nautical miles out to sea (and 200 nautical miles for advice on renewable energy impacts). We are formally responsible to the Secretary of State for Environment, Food and Rural Affairs, who is accountable to Parliament for our activities and performance.

3.1.1 Background to the work area relevant to this purchase

The Finance Team are responsible for producing Natural England's Annual Report and Accounts. The Statement of Financial Position (Balance sheet) includes the value of our non-current assets which should reflect a true and fair value at the reporting date.

In line with accounting guidance, land and buildings assets should be valued using an appropriate valuation process. To ensure values remain current Natural England undertake a full revaluation every five years by professionally qualified valuers, on a current use basis in accordance with the Royal Institution of Chartered Surveyors' Appraisal and Valuation Manual (the Red Book – IVA 1). The next quinquennial revaluation is due as at 31 March 2022. In between professional valuations, values are updated annually through a desktop review to ensure values remain current. The external valuers that are appointed for the 2022 quinquennial revaluation will also be engaged to carry out the 2023 to 2026 desktop revaluations at 31 March each year.

3.2 Description of the requirements

The contract will cover two areas of work. Bidders must complete the valuations by the deadline stated.

3.2.1 Part 1: The Quinquennial revaluation of Non-Operational Heritage asset as at 31 March 2022

A Heritage asset is a tangible asset with historical, artistic, scientific, technological, geophysical, or environmental qualities that is held and maintained principally for its contribution to knowledge and culture. NE's National Nature Reserves (NNRs) meet the criteria for heritage assets.

Heritage Assets can be classified as either Operational or Non-operational, this classification will impact how they are valued. Non-operational heritage assets are those that are held primarily for their heritage qualities, in the case of the NNRs their environmental qualities. Operational heritage assets are those that, in addition to being held for their characteristics as part of the nation's heritage, are also used for other activities or to provide other services.

This contract covers only Natural England's non-operational heritage assets (Operational assets are the subject of a separate contract and are therefore excluded from this ITT).

3.2.2 Part 2: The subsequent four desktop revaluations as at 31 March 2023 through to 31 March 2026 for all non-operational Heritage assets

All the assets revalued in this quinquennial revaluation will be included in the four subsequent desktop revaluations to be carried out as at 31 March each year. In addition to the freehold assets included in this revaluation at 31 March 2022 subsequent desktop revaluations will include any freehold acquisitions as well as non-operational Leasehold land assets which under new accounting guidance (IFRS 16) are due to be brought onto balance sheets from 1 April 2022, hence will need to be valued at 31 March 2023 onwards.

Requirements for the quinquennial revaluation as at 31 March 2022

Quinquennial revaluation of Non-Operational Land

3.2.3 Natural England will provide you with;

- a schedule of assets to be valued. The current schedule will be available for the procurement process and will be subject to change (expected to be minimal) depending on Natural England's business activity up to 31 March 2022.
- for each of these assets the details of the last quinquennial review (as at 31 March 2016) and the current fair value of that asset as at 31 March 2021 as provided at the last desktop review.
- maps for each site asset location together with contact details in order to carry out site visit inspections for the purpose of revaluation.

The valuation date for the quinquennial revaluation of land is **31 March 2022**.

In principle, heritage assets should be accounted for in the same way as any other land or building asset, that is in accordance with accounting guidance IAS 16 – Property, Plant and Equipment, at either current value in existing use or fair value (in line with IFRS 13) \, in accordance with the Royal Institution of Chartered Surveyors' Appraisal and Valuation Manual (the Red Book – IVA 1). Only where it is exceptionally not practical to obtain a fair value may the heritage asset be reported at historical cost. It is though considered that where assets have been previously capitalised as these assets have, information on fair value will be available. Valuations may be made by any method that is appropriate and relevant. Details need to be disclosed on the extent to which the assets fair values were determined directly by reference to observable prices in an active market (comparable evidence) or recent market transactions on arm's length terms or were estimated using other valuation techniques, with the details behind these techniques being clearly evidenced.

A total value is required for each asset.

Site visits

It is a requirement that site visit inspections of all materially valued assets will need to be carried out for the revaluations to be assessed as accurately as possible. The locations of the assets will be made accessible at any reasonable time during working hours and by arrangement directly between yourselves and the individual Regional Surveyors and NNR managers.

Additional assets

There may be a small number of additional assets identified as we approach 31 March each year that will also be required to be valued externally as part of the revaluation exercise, i.e. property purchases. It is anticipated that these would be limited. To meet this scenario, you would need to let us know what the final date for you to be able to include these assets in your review would be. You will also need to give us an indication of your price for these potential additional properties.

Deliverables

The requirements to be met for the quinquennial revaluation are set out in section 3 above.

- We require 1 report, but two versions – an initial draft and then a final version.
- In Appendix F is the current list of non-operational Heritage Asset requiring valuation.
- Draft report required for all assets to be received by **03 June 2022**
- Final report to be received by **16 June 2022**.

It is **vitaly important** these dates are met as any delay may adversely affect the timely completion of Natural England's year end published accounts and external audit.

The report must show in respect of each asset;

- the NE asset reference number
- the date or dates of inspection
- asset description and address
- a condensed plan of the site
- nature of valuer's inspection
- basis of valuation and the approach taken
- a brief description (e.g. land split by type, approximate site areas)
- existing use of land broken down across the site if this is mixed
- relevant planning permissions
- any material contravention of statutory requirements
- tenure (i.e. freehold or leasehold, giving unexpired term)
- current fair value of asset as at 31 March 2021 as held on NE's SoFP
- capital revaluation value as at 31 March 2022
- change in asset revaluation value between 31 March 2021 and 2022
- any other matters which materially affect the value (including any assumptions and information on contamination/ environmental issues, if any and flood risk)
- any statutory designations including assessment of any SSSI condition favourability
- sources of information and verification
- details of at least one comparable should be provided for all bare land valuations

Valuers should be prepared, on request, to provide within two working days for audit an underlying calculation for each revaluation, i.e. details of the workings, including:

- a rationale for each revaluation showing the reasoning behind the workings.
- comparable evidence by reference to observable prices in an active market or recent market transactions on arm's length terms showing the nature of the land and buildings and how it compares with Natural England's asset. Where there is limited or no comparable evidence, the rationale should include a clear narrative of how the valuation was arrived at.

- any other factors considered in the valuation – e.g. restrictions on the land, access rights, restrictive covenants etc.
- method or revaluation or estimates using other valuation techniques.

A summary presentation of your main findings and feedback to Natural England Land Agents would be expected to follow the report. The management of Natural England would also expect to be able query any valuations and/or sufficiently challenge the valuations to seek assurance and evidence from the valuer that the valuations are robust for audit.

Audit and valuation assurance of both quinquennial revaluation and subsequent desktop revaluations.

External Auditors have increased their scrutiny of non-current assets in line with a new accounting estimate auditing standard ISA (UK) 540. As a consequence of this, NE is seeking to increase the assurance around valuations by stating the following requirements to be met by any external valuers appointed;

- The firm must be regulated by the Royal Institution of Chartered Surveyors (RICS)
- Valuations should be conducted in strict compliance with the RICS Valuation Global Standards (Red Book)
- The firm must comply with RICS professional indemnity insurance requirements for valuation work.
- A chartered valuation surveyor and registered valuer must undertake the valuation work.
- The valuers preparing the reports should be individually named so we know who has prepared which property valuation and this will also allow us to check their registration with the RICS. [Portfolio valuations are often undertaken by “firms” using a collection of valuers so having each valuer named on each report tells us who has actually completed the valuation].
- The valuer must demonstrate experience in valuation of assets within the class and market across England.
- The firm should operate a quality assurance system, formal or informal, with the specific intention that each and every valuation is peer reviewed by a qualified and competent registered valuer and that the peer reviewer counter signs the valuation reports.

In addition to the above, NE may require further details of the valuations provided. Please be prepared to provide details on the extent to which the assets fair values were determined directly by reference to observable prices in an active market or recent market transactions on arm's length terms or were estimated using other valuation techniques. Please see above for a description of the details required that should form part of the valuation report.

At audit stage, the on-site external audit team will normally select from all the valuations provided in the final report, a sample that they want to consider in more detail. For this they will require and want to have shared with them the details of the market (comparable) evidence used by the valuer to determine the valuations along with the rationale for how the final valuation was derived. Where there is no reliance on evidence the valuer will provide a clear narrative on the approach adopted in reaching an opinion of value. The external auditors are very likely to raise queries and ask questions about the valuations to satisfy themselves that the valuations comply with accounting and audit standards and reflect a reasonably reliable assessment of fair value. These queries will be raised throughout the

period of audit and the expectations are that any queries raised with the valuer will be turned round within two working days due to the critical nature of the work upon the audit and accounts production deadlines.

The dates of the final audit will be made available as soon as the auditors agree the dates with Natural England. In the event of any key personnel of the valuer being on annual leave or absent from work during the audit, the expectations are that the valuer will make arrangements to have other suitably qualified and experienced valuers available and capable of resolving any queries satisfactorily within agreed timelines. It is very important that any absences/leave taken by the valuer's key personnel engaged on the valuations process do not delay the resolution of queries and the external audit timetable.

An initial meeting will be arranged between NE's finance contacts, NE's external audit team and the appointed valuers to discuss in more detail the technical aspects of the valuation exercise, comparable evidence, deliverables, and audit requirements. A second meeting will be arranged during the final audit to discuss the final audit requirements and deliverables.

Sustainability

The contract should be undertaken using methods that support Natural England's and the Government's commitment to sustainable development.

Natural England is committed to incorporating sustainability into the heart of its procurement operations, in contribution to meeting its Strategic Direction targets and ensuring we spend taxpayers' money efficiently and sustainably. Your bid must demonstrate that your business works in a sustainable manner and limits damage to the environment.

Please provide evidence of any initiatives you have implemented to ensure that as a business you are doing everything possible to be environmentally friendly and reduce the carbon footprint.

The successful contractor will be able to provide a copy of their environmental policy and any environmental accreditation schemes such as ISO 14001 or EMAS which they have been awarded or are working towards.

Health and Safety

The contractor (and agents) should ensure that all the works undertaken during site inspections are in accordance with the Health and Safety at Work Act 1974 and its associated regulations.

Where there are no statutory legislative controls the contractor should follow industry "best practice", always ensuring personnel are properly protected, trained and competent to carry out the operations being undertaken.

Emergency procedures must be in place with proper first aid provision. All accidents are to be reported to Natural England. You should enclose your own risk assessment for the work to be done with your quotation submission.

All of Natural England's properties are compliant with government guidelines on Covid 19. The appointed valuer will be expected to comply with the Covid 19 guidelines at all times during site inspections.

Supporting documentation

The following supporting documentation from your organisation is required:

- A copy of your Health and Safety policy
- A risk assessment for the tasks required
- Environmental policies
- CV's for those staff involved showing experience with rural valuations

Evaluation criteria

Your tender will be evaluated for cost and quality in order to provide a value for money percentage out of 100%, with which we can use to determine our preferred supplier. 30% of this weighting will be assessed against cost and the other 70% against quality. The information received in your quotation submission will be evaluated against the following contract award criteria:

Question	Weighting
1 – Ability to meet specification requirements	40%
2 – Expertise of staff and relevant experience including valuations across England and in rural areas	10%
3 – Ability to meet timescales	10%
4 - Social Value	10%
5 – Cost	30%
Total	100%

- These questions are explored in greater detail (along with the evaluation criteria) below.
- Additionally, by submitting a bid as part of this ITT, you submit to be bound by Defra's standard Term's & Condition's in accordance with this contract (if selected).

The technical evaluation questions must be responded to in your tender submission via Bravo. Details can be found in Appendix D.

APPENDIX A FORM OF TENDER

To be returned by 12:00 Noon (UK time) on 04.03.2022

TENDER FOR THE: Natural England Heritage Assets Valuation Project

Tender Ref: 35650

1. We have examined the invitation to tender and its schedules set out below (the **ITT**) and do hereby offer to provide the services specified in the ITT and in accordance with the attached documents to the Authority commencing 15 March 2022 for the period specified in the ITT.
 - Tender Particulars
 - Specification of Requirements
 - Form of Tender
 - Authority's Conditions of Contract
 - Armed Forces Corporate Covenant
 - Technical Evaluation Questions
 - Commercial Evaluation
 - Annexes
2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Bravo;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and

- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

4. We confirm that:

- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
- b. if there are or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.

5. We undertake and it shall be a condition of the Contract that:

- a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
- b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
- c. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.

6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

Signed

Date

In the capacity of

**Authorised to sign
Tender for and on
behalf of**

Postal Address

Post Code

Telephone No.

Email Address

APPENDIX B AUTHORITY'S CONDITIONS OF CONTRACT

APPENDIX C ARMED FORCES CORPORATE COVENANT

Section 1: Principles of the Armed Forces Covenant

We Company [insert your company name] will endeavour in our business dealings to uphold the key principles of the Armed Forces Covenant, which are:

- no member of the Armed Forces Community should face disadvantage in the provision of public and commercial services compared to any other citizen;
- in some circumstances special treatment may be appropriate especially for the injured or bereaved.

Section 2: Demonstrating our Commitment

Company [insert your company name] recognises the value serving personnel, reservists, veterans, and military families bring to our business. We (Company [insert your company name]) will seek to uphold the principles of the Armed Forces Covenant, by:

- promoting the fact that we are an armed forces-friendly organisation;
- seeking to support the employment of veterans young and old and working with the Career Transition Partnership (CTP), in order to establish a tailored employment pathway for Service Leavers;
- striving to support the employment of Service spouses and partners;
- endeavouring to offer a degree of flexibility in granting leave for Service spouses and partners before, during and after a partner's deployment;
- seeking to support our employees who choose to be members of the Reserve forces, including by accommodating their training and deployment where possible;
- offering support to our local cadet units, either in our local community or in local schools, where possible;
- aiming to actively participate in Armed Forces Day;
- offering a discount to members of the Armed Forces Community.

You are encouraged to sign up to as many of the above as appropriate to your business. Please amend to provide details of how you intend to meet each commitment.

APPENDIX D TECHNICAL EVALUATION QUESTIONS

Please note these are for information only. Complete response to these questions on the BRAVO portal only.

For avoidance of doubt please note: no half marks or a score other than those whole numbers below will be awarded to responses.

Any bid which received a 0 at moderation for any question will not be taken onto the next stage and will be removed from the tender as it will be considered not compliant.

The Authority reserves the right to not award/remove a bid from the tender if the technical element does not achieve at least 50% of the total technical score after moderation.

The technical evaluation questions are below and can also be found in Bravo.

1. Ability to meet specification requirements	
In no more than 4 A4 pages, your response should be forward looking and answer the following:	
<ul style="list-style-type: none">What is your organisation's approach to developing and delivering an optimal solution for the Authority? Your response should include answers addressing the following areas:<ul style="list-style-type: none">An outline project programme detailing key milestone dates, showing how you would achieve the Authority's programmeProvide details/case studies of previous work undertaken for client's in this sphere (either private or public sector)	
<ul style="list-style-type: none">What do you see as the main challenges of this project and, in broad terms, how do you intend to handle these? Please describe and quantify any resources, tools, staff processes or additional measures you propose using specifically to enhance and improve the project capability to address such challenges.	
<ul style="list-style-type: none">What value do you think you can add to this project? Please set out specific measures that you are prepared to include within your service solution that will effectively serve to differentiate you from your competitors. Please provide details of any innovations that you have brought to relationships with other customers and how these could be used in relation to the project. Please highlight any other delivery team and capability ideas believed to be relevant to the project.	
Score for 1	40%

2. Expertise of staff and relevant experience including valuations across England and in rural areas	
In no more than 2 A4 pages (excluding CV's), your response should be forward looking and answer the following:	
<ul style="list-style-type: none">What is your organisation's team and capability to enable the development and delivery of an optimal solution for the Authority? Your response should include the following areas:	

<ul style="list-style-type: none"> ○ Provide details of your proposed delivery team, including proposed suppliers and subcontractors and what your relationship to them is (including an organisation chart). Include CVs of your key personnel (these can be attached as a separate document and are excluded from the page count). Share how your team and capabilities will add value to this project and how you would ensure access to necessary expertise was available on an ad hoc basis, sometimes working to short notice, and tight deadlines. ○ Please showcase individuals with industry-relevant accreditation who will be working on the project.
Score for 2 10%

3 – Ability to meet timescales
In no more than 2 A4 pages, your response should be forward looking and answer the following:
<ul style="list-style-type: none"> • Explain how your organisation's pricing proposal and approach will achieve the timescales as laid out in this ITT, whilst delivering the quality as specified by the Authority within this ITT. Your answer should include: <ul style="list-style-type: none"> ○ An outline project programme detailing key milestone dates, showing how you would achieve the Authority's programme ○ A mitigation plan should risks occur, and how those risks will be dealt with in a timely manner to ensure that the timescales are still achieved.
Score for 3 10%

4 - Social Value
In no more than 2 A4 pages, your response should be forward looking and explain how your organisation support the following:
<ul style="list-style-type: none"> ○ Supporting people and communities to manage and recover from the impacts of COVID-19, including those worst affected or who are shielding. ○ Supporting organisations and businesses to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver services.
Score - 10%

Evaluation Guidance for Each Question in the ITT

Submissions will be evaluated using the evaluation model and guidance below.

Detailed scoring table

The following are pass/fail criteria. Bidders need to indicate their answer here. Defra reserves the right not to evaluate the Bidder's tender proposal should they not able to meet the criteria listed in this question.	
<ul style="list-style-type: none"> • The firm must be regulated by the Royal Institution of Chartered Surveyors (RICS) • Valuations should be conducted in strict compliance with the RICS Valuation Global Standards (Red Book) 	YES / NO

<ul style="list-style-type: none"> • The firm must comply with RICS professional indemnity insurance requirements for valuation work. • A chartered valuation surveyor and registered valuer must undertake the valuation work. • The valuers preparing the reports should be individually named so we know who has prepared which property valuation and this will also allow us to check their registration with the RICS. [Portfolio valuations are often undertaken by “firms” using a collection of valuers so having each valuer named on each report tells us who has actually completed the valuation]. • The valuer must demonstrate experience in valuation of assets within the class and market across England. • The firm should operate a quality assurance system, formal or informal, with the specific intention that each and every valuation is peer reviewed by a qualified and competent registered valuer and that the peer reviewer counter signs the valuation reports. 	
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1 - Ability to meet specification requirements	Score
<p>NO response in terms of methods, applicability, coverage, clarity, and resources used with significant gaps, failings or information is fundamentally unacceptable on a number of main areas. Complete failure to detail arrangements for project management or organisational approach.</p> <ul style="list-style-type: none"> • Response gives evaluator no confidence in bidder's proposal. 	0
<p>POOR response in terms of methods, applicability, coverage, clarity, and resources used with significant gaps, failings or information is fundamentally unacceptable on a number of main areas. Complete failure to detail arrangements for project management or organisational approach.</p> <ul style="list-style-type: none"> • Response gives evaluator little confidence in bidder's proposal. 	2
<p>ADEQUATE response in terms of methods, applicability, coverage, clarity, and resources used that shows good bidder capability across most main areas of question but concerns or weaknesses on some areas and/or some main areas incomplete. Arrangements for project management and/or organisation are provided in limited detail, and/or response only covers some of the above criteria, and/or are deemed to be of limited suitability for the project.</p> <ul style="list-style-type: none"> • Response gives evaluator reasonable confidence in bidder to successfully implement the proposal. 	4
<p>GOOD response in terms of methods, applicability, coverage, clarity, and resources used that shows generally good bidder capability across all main areas of question. Good project plan and approach including management resources used/sub-contractors and client engagement.</p> <ul style="list-style-type: none"> • Response gives evaluator good confidence in bidder to successfully implement the proposal. The response provides sufficient evidence to fulfil basic requirements. 	6
<p>VERY GOOD response in terms of methods, applicability, coverage, clarity, and resources used that shows generally very good bidder capability across all main areas of question. Very good project plan and approach that recognises client requirements and minimises disruption. Management of resources used/subcontractors and client engagement covered.</p> <ul style="list-style-type: none"> • Response gives evaluator high confidence in bidder to successfully implement the proposal. The response demonstrates a very good understanding of the Authority's requirements and provides details of how requirements will be met. 	8

1 - Ability to meet specification requirements	Score
<p>EXCELLENT response in terms of methods, applicability, coverage, clarity, and resources used that shows generally excellent bidder capability across all main areas of question including management of resources used/sub-contractors and client management. Well established structured and systematic arrangements for project management and/or organisation are provided in appropriate detail, cover all of the above criteria, and display a level of innovation. Excellent project plan and approach that recognises client requirements and minimises disruption. Management of resources used/subcontractors and client engagement covered.</p> <ul style="list-style-type: none"> • Response gives evaluator very high confidence in bidder to successfully implement the proposal. The response is comprehensive, unambiguous and demonstrates best in class, thorough understanding of the Authority's requirements and provides details of how requirements will be met in full. 	10

2 - Expertise of staff and relevant experience including valuations in rural areas	Score
<p>NO response in terms of rationale, outputs, benefits and how the proposal meets the Authority's Requirements with significant gaps, failings or information that is fundamentally unacceptable on a number of key areas. No relevant experience is demonstrated or if staff working on the project they are not qualified/experienced sufficiently, raising major concerns.</p> <ul style="list-style-type: none"> • Response gives evaluator no confidence in bidder's proposal. 	0
<p>POOR response in terms of rationale, outputs, benefits and how the proposal meets the Authority's Requirements with significant gaps, failings or information that is fundamentally unacceptable on a number of key areas. No relevant experience is demonstrated or if staff working on the project they are not qualified/experienced sufficiently, raising major concerns.</p> <ul style="list-style-type: none"> • Response gives evaluator little no confidence in bidder's proposal. 	2
<p>ADEQUATE response in terms of rationale, outputs, benefits and how the proposal meets the Authorities Requirements that shows good bidder capability across most main areas of question but concerns or weaknesses on some areas and/or some key areas incomplete.</p> <ul style="list-style-type: none"> • Response gives evaluator reasonable confidence in bidder's proposal, but limited detail or explanation is provided. Some variation of skills amongst team may be evident but response covers most of the evaluation criteria. Demonstrates that relevant team members can meet the requirements to a good standard. 	4
<p>GOOD response in terms of rationale, outputs, benefits of how the proposal meets the Authority's Requirements that shows generally a good proposal across all main areas of question.</p> <ul style="list-style-type: none"> • Response gives evaluator good confidence in bidder's proposal. 	6
<p>VERY GOOD response in terms of rationale, outputs, benefits and how the proposal meets the Authority Requirements that shows generally a good proposal across all main areas of question. Any expected risk covered. Response demonstrates very good value to the project. Demonstrates that relevant team members can meet requirements to a very good standard.</p> <ul style="list-style-type: none"> • Response gives evaluator very good confidence in bidder's proposal. 	8

2 - Expertise of staff and relevant experience including valuations in rural areas	Score
<p>EXCELLENT response in terms of rationale, outputs, benefits and how the proposal meets the Authority Requirements that shows generally excellent bidder capacity across all main areas of question. Highly relevant organisational activity, capacity, and capability to deliver. Demonstrates that relevant team members can meet requirements to a high standard. Any expected risk covered. Project challenges are articulated clearly, and proposed solution(s) are explained in a clear and logical manner. Response demonstrates excellent added value to the project, including environmental and/or social benefits.</p> <ul style="list-style-type: none"> • Response gives evaluator high confidence in bidder's proposal. 	10

3 – Ability to meet timescales	Score
<p>NO response in terms of methods, applicability, coverage, clarity, and resources used with significant gaps, failings or information is fundamentally unacceptable on a number of main areas. Complete failure to detail arrangements for project management or organisational approach.</p> <ul style="list-style-type: none"> • Response gives evaluator no confidence in bidder's proposal. 	0
<p>POOR response in terms of methods, applicability, coverage, clarity, and resources used with significant gaps, failings or information is fundamentally unacceptable on a number of main areas. Complete failure to detail arrangements for project management or organisational approach.</p> <ul style="list-style-type: none"> • Response gives evaluator little confidence in bidder's proposal. 	2
<p>ADEQUATE response in terms of methods, applicability, coverage, clarity, and resources used that shows good bidder capability across most main areas of question but concerns or weaknesses on some areas and/or some main areas incomplete. Arrangements for project management and/or organisation are provided in limited detail, and/or response only covers some of the above criteria, and/or are deemed to be of limited suitability for the project.</p> <ul style="list-style-type: none"> • Response gives evaluator reasonable confidence in bidder to successfully implement the proposal. 	4
<p>GOOD response in terms of methods, applicability, coverage, clarity, and resources used that shows generally good bidder capability across all main areas of question. Good project plan and approach including management resources used/sub-contractors and client engagement.</p> <ul style="list-style-type: none"> • Response gives evaluator good confidence in bidder to successfully implement the proposal. The response provides sufficient evidence to fulfil basic requirements. 	6
<p>VERY GOOD response in terms of methods, applicability, coverage, clarity, and resources used that shows generally very good bidder capability across all main areas of question. Very good project plan and approach that recognises client requirements and minimises disruption. Management of resources used/subcontractors and client engagement covered.</p> <ul style="list-style-type: none"> • Response gives evaluator high confidence in bidder to successfully implement the proposal. The response demonstrates a very good understanding of the Authority's requirements and provides details of how requirements will be met. 	8

3 – Ability to meet timescales	Score
<p>EXCELLENT response in terms of methods, applicability, coverage, clarity, and resources used that shows generally excellent bidder capability across all main areas of question including management of resources used/sub-contractors and client management. Well established structured and systematic arrangements for project management and/or organisation are provided in appropriate detail, cover all of the above criteria, and display a level of innovation. Excellent project plan and approach that recognises client requirements and minimises disruption. Management of resources used/subcontractors and client engagement covered.</p> <ul style="list-style-type: none"> • Response gives evaluator very high confidence in bidder to successfully implement the proposal. The response is comprehensive, unambiguous and demonstrates best in class, thorough understanding of the Authority's requirements and provides details of how requirements will be met in full. 	10

4 – Social Value	Score
<p>NO response in terms of rationale, outputs, benefits and how the proposal meets the Authority's Requirements with significant gaps, failings or information that is fundamentally unacceptable on a number of key areas. No relevant experience is demonstrated or if staff working on the project they are not qualified/experienced sufficiently, raising major concerns.</p> <ul style="list-style-type: none"> • Response gives evaluator no confidence in bidder's proposal. 	0
<p>POOR response in terms of rationale, outputs, benefits and how the proposal meets the Authority's Requirements with significant gaps, failings or information that is fundamentally unacceptable on a number of key areas. No relevant experience is demonstrated or if staff working on the project they are not qualified/experienced sufficiently, raising major concerns.</p> <ul style="list-style-type: none"> • Response gives evaluator little no confidence in bidder's proposal. 	2
<p>ADEQUATE response in terms of rationale, outputs, benefits and how the proposal meets the Authorities Requirements that shows good bidder capability across most main areas of question but concerns or weaknesses on some areas and/or some key areas incomplete.</p> <ul style="list-style-type: none"> • Response gives evaluator reasonable confidence in bidder's proposal, but limited detail or explanation is provided. Some variation of skills amongst team may be evident but response covers most of the evaluation criteria. Demonstrates that relevant team members can meet the requirements to a good standard. 	4
<p>GOOD response in terms of rationale, outputs, benefits of how the proposal meets the Authority's Requirements that shows generally a good proposal across all main areas of question.</p> <ul style="list-style-type: none"> • Response gives evaluator good confidence in bidder's proposal. 	6
<p>VERY GOOD response in terms of rationale, outputs, benefits and how the proposal meets the Authority Requirements that shows generally a good proposal across all main areas of question. Any expected risk covered. Response demonstrates very good value to the project. Demonstrates that relevant team members can meet requirements to a very good standard.</p> <ul style="list-style-type: none"> • Response gives evaluator very good confidence in bidder's proposal. 	8

4 – Social Value	Score
<p>EXCELLENT response in terms of rationale, outputs, benefits and how the proposal meets the Authority Requirements that shows generally excellent bidder capacity across all main areas of question. Highly relevant organisational activity, capacity, and capability to deliver. Demonstrates that relevant team members can meet requirements to a high standard. Any expected risk covered. Project challenges are articulated clearly, and proposed solution(s) are explained in a clear and logical manner. Response demonstrates excellent added value to the project, including environmental and/or social benefits.</p> <ul style="list-style-type: none"> • Response gives evaluator high confidence in bidder's proposal. 	10

APPENDIX E - COMMERCIALS

Appendix E Pricing Document is available on the e-sourcing system Bravo. Please download and complete Appendix E from Bravo, then reload into the Commercial Section in Bravo

Please detail your total price as your bid price directly into BRAVO

Please provide a fully costed proposal based on the agreed pricing schedule as follows.

Please note, Natural England reserves the right to award each item separately. However, please indicate what financial benefits Natural England would receive if they were to award all of the services as detailed in this tender to you as opposed to splitting it with one or more suppliers by providing a discounted price.

Item	Fixed Price £ excluding VAT
1. Quinquennial revaluation of Non-Operational Heritage Assets as at 31 March 2022 (Part 1) – Fixed price for assets listed on schedule. A breakdown of all costs required.	
Quinquennial revaluation of Non-Operational Heritage Assets as at 31 March 2022 (Part 1) – Estimate of travel and subsistence costs in line with Natural England's rates.	
2. Four future desktop revaluations as at 31 March 2023 through to 31 March 2026 for Non Operational heritage assets (Part 2) – Fixed price for assets listed on this quinquennial schedule. A breakdown of all costs required.	
Four future desktop revaluations at 31 March 2023 through to 31 March 2026 for all non-operational heritage assets (Part 2) – Estimate of travel and subsistence costs in line with Natural England's rates.	
Fixed daily rate for additional assets identified annually to be added to schedule	

Payment will be made on satisfactory completion of the report.

Scoring of the Pricing section is based on the total cost. Lowest cost will receive 30%.

All travel and subsistence will be claimed separately and will be as per Natural England's Travel and Subsistence rates as shown below.

(amounts can be above these levels within a reasonable limit)

Abnormally Low Tender

All bidders are advised that the Authority will scrutinise any Tender that contains a rate or price which appears abnormally low. Bidders' attention is drawn to the requirements of Regulation 69 of the Public Contract Regulations 2015 which permit the Authority to disregard or reject any Tender that is considered abnormally low.

Any Bidder who submits a Tender price which is 30% or more below the median of all other Bidders' tendered Price, may be challenged by the Authority as it may be deemed to be abnormally low.

APPENDIX F Non-operational Heritage Asset List

Call-Off Schedule 5 (Pricing Details)

2.1 Prices					Comments
	Code	Description	Re- marks	Quoting for Item	Comments
2.1.1		1. Quinquennial revaluation of Non-Operational Heritage Assets (Part 1) – Fixed price for assets listed on schedule. A breakdown of all costs required. Quinquennial revaluation of Non-Operational Heritage Assets (Part 1) – Estimate of travel and subsistence costs in line with Natural England's rates.	A break-down of all costs required.	This Item is mandatory	
2.1.2		2. Four future desktop revaluations as at 31 March 2023 through to 31 March 2026 for Non Operational heritage assets (Part 2) – Fixed price for assets listed on this quinquennial schedule. A breakdown of all costs required. Four future desktop revaluations at 31 March 2023 through to 31 March 2026 for all non-operational heritage assets (Part 2) – Estimate of travel and subsistence costs in line with Natural England's rates.		This Item is mandatory	
2.1.3		3. Fixed daily rate for additional assets identified annually to be added to schedule. A breakdown of all costs required.		This Item is mandatory	

Call-Off Schedule 6 (ICT Services)

Definitions

- 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
"Defect"	<p>any of the following:</p> <ul style="list-style-type: none">i. any error, damage or defect in the manufacturing of a Deliverable; or/././.i. 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; ori. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the

	requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
"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 Sub-Contractors 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"	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none"> ○ the Deliverables are (or are to be) provided; or ○ the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or ○ where any part of the Supplier System is situated;

"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"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 Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"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);

- **When this Schedule should be used**

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

- **Buyer due diligence requirements**

- The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
 - suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - operating processes and procedures and the working methods of the Buyer;
 - ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 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.
- The Supplier confirms that it has advised the Buyer in writing of:
 - each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - the actions needed to remedy each such unsuitable aspect; and
 - a timetable for and the costs of those actions.
- **Licensed software warranty**
 - The Supplier represents and warrants that:
 - it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) 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;
 - all components of the Specially Written Software shall:
 - be free from material design and programming errors;
 - perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 - not infringe any IPR.
- **Provision of ICT Services**
 - The Supplier shall:
 - 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;
 - 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;

- ensure that the Supplier System will be free of all encumbrances;
- ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

- **Standards and Quality Requirements**

- The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 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.
- Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 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
 - 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.

- **ICT Audit**

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

- **Maintenance of the ICT Environment**

- If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

- Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
 - The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
 - 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.
- **Intellectual Property Rights in ICT**
 - **Assignments granted by the Supplier: Specially Written Software**
 - 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:
 - the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 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**").
 - The Supplier shall:
 - inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 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
 - 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.

- 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.
- **Licences for non-COTS IPR from the Supplier and third parties to the Buyer**
 - Unless the Buyer gives its Approval the Supplier must not use any:
 - of its own Existing IPR that is not COTS Software;
 - 1. third party software that is not COTS Software
 - Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants 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.
 - 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:
 - 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
 - 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.
 - Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
 - The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
- **Licenses for COTS Software by the Supplier and third parties to the Buyer**
 - 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.

- 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.
- 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.
- 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:
 - will no longer be maintained or supported by the developer; or
 - will no longer be made commercially available
- **Buyer's right to assign/novate licences**
 - The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
 - a Central Government Body; or
 - 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.
 - 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.
- **Licence granted by the Buyer**
 - 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 Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).
- **Open Source Publication**
 - 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:
 - suitable for publication by the Buyer as Open Source; and
 - based on Open Standards (where applicable),
 and the Buyer may, at its sole discretion, publish the same as Open Source.
 - The Supplier hereby warrants that the Specially Written Software and the New IPR:

- 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;
 - 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;
 - do not contain any material which would bring the Buyer into disrepute;
 - can be published as Open Source without breaching the rights of any third party;
 - 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
 - do not contain any Malicious Software.
- 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:
 - 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
 - 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.
- **Malicious Software**
 - 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.
 - 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.
 - 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:

- 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
 - 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).
- **Supplier-Furnished Terms**
 - **Software Licence Terms**
 - Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in [insert reference to relevant Schedule].
 - Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in [insert reference to relevant Schedule].
 - **Software as a Service Terms**
 - Additional terms for provision of a Software as a Service solution are detailed in [insert reference to relevant Schedule].
 - **Software Support & Maintenance Terms**
 - Additional terms for provision of Software Support & Maintenance Services are detailed in [insert reference to relevant Schedule].

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

- 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

Definitions

- xvii. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):
- | | |
|-----------------------------------|---|
| "BCDR Plan" | has the meaning given to it in Paragraph 2.2 of this Schedule; |
| "Business Continuity Plan" | has the meaning given to it in Paragraph 2.3.2 of this Schedule; |
| "Disaster" | 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);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	● has the meaning given to it in Paragraph 6.3 of this Schedule;

8. **BCDR Plan**

- i. The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- ii. At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - i. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - ii. the recovery of the Deliverables in the event of a Disaster
- iii. The BCDR Plan shall be divided into three sections:
 - i. Section 1 which shall set out general principles applicable to the BCDR Plan;
 - ii. Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - iii. Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- iv. Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

9. **General Principles of the BCDR Plan (Section 1)**

i. Section 1 of the BCDR Plan shall:

- i. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- ii. provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- iii. contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- iv. detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- v. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- vi. contain a risk analysis, including:
 1. failure or disruption scenarios and assessments of likely frequency of occurrence;
 2. identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 3. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 4. a business impact analysis of different anticipated failures or disruptions;
- vii. provide for documentation of processes, including business processes, and procedures;
- viii. set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- ix. identify the procedures for reverting to "normal service";
- x. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- xi. identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- xii. provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

ii. The BCDR Plan shall be designed so as to ensure that:

- i. the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
- ii. the adverse impact of any Disaster is minimised as far as reasonably possible;
- iii. it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
- iv. it details a process for the management of disaster recovery testing.

- iii. The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- iv. The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

10. **Business Continuity (Section 2)**

- i. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - i. the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - ii. the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- ii. The Business Continuity Plan shall:
 - i. address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - ii. set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - iii. specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - iv. set out the circumstances in which the Business Continuity Plan is invoked.

11. **Disaster Recovery (Section 3)**

- i. The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- ii. The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - i. loss of access to the Buyer Premises;
 - ii. loss of utilities to the Buyer Premises;
 - iii. loss of the Supplier's helpdesk or CAFM system;
 - iv. loss of a Subcontractor;
 - v. emergency notification and escalation process;
 - vi. contact lists;

- vii. staff training and awareness;
- viii. BCDR Plan testing;
- ix. post implementation review process;
- x. any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- xi. details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- xii. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- xiii. testing and management arrangements.

12. Review and changing the BCDR Plan

- i. The Supplier shall review the BCDR Plan:
 - i. on a regular basis and as a minimum once every six (6) Months;
 - ii. within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - iii. where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- ii. Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- iii. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- iv. Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

13. **Testing the BCDR Plan**

- i. The Supplier shall test the BCDR Plan:
 - i. regularly and in any event not less than once in every Contract Year;
 - ii. in the event of any major reconfiguration of the Deliverables
 - iii. at any time where the Buyer considers it necessary (acting in its sole discretion).
- ii. If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- iii. The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- iv. The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- v. The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - i. the outcome of the test;
 - ii. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - iii. the Supplier's proposals for remedying any such failures.
- vi. Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

14. **Invoking the BCDR Plan**

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

15. **Circumstances beyond your control**

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

Call-Off Schedule 9 (Security)

Part B: Long Form Security Requirements

Definitions

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

"Breach of Security"	<ul style="list-style-type: none">● - means the occurrence of:<ul style="list-style-type: none">○ 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/or○ 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,● - 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;
"ISMS"	<ul style="list-style-type: none">● - 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
"Security Tests"	<ul style="list-style-type: none">● - tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

● Security Requirements

- 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.
- 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.
- The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
 - security representative of the [REDACTED]
 - security representative of the Supplier [REDACTED]

- 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.
- Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 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.
- 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.
- 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.

- **Information Security Management System (ISMS)**

- 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.
- 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.
- The Buyer acknowledges that;
 - 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
 - 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.
- The ISMS shall:
 - 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;
 - meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - at all times provide a level of security which:
 - is in accordance with the Law and this Contract;

- complies with the Baseline Security Requirements;
 - as a minimum demonstrates Good Industry Practice;
 - where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - 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>)
 - takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)
 - complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
 - meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- document the security incident management processes and incident response plans;
 - 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
 - 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).
- 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.
 - 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.

- 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 (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.
- 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.

- **Security Management Plan**

- 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.
- The Security Management Plan shall:
 - be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 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;
 - 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;
 - 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);

- 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);
 - 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;
 - set out the scope of the Buyer System that is under the control of the Supplier;
 - 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
 - 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.
- 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.
 - 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.

- **Amendment of the ISMS and Security Management Plan**

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

- any new perceived or changed security threats; and
- any reasonable change in requirement requested by the Buyer.
- 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:
 - suggested improvements to the effectiveness of the ISMS;
 - updates to the risk assessments;
 - proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - suggested improvements in measuring the effectiveness of controls.
- 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.
- 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.

● **Security Testing**

- 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.
- 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.
- 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.

- 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.
- 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.

- **Complying with the ISMS**

- 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.
- 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.
- 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.

- **Security Breach**

- 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.
- 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:
 - immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - minimise the extent of actual or potential harm caused by any Breach of Security;

- 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;
 - 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;
 - prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - 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
 - 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.
- 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.

● **Vulnerabilities and fixing them**

- 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.
- 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:
 - 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
 - Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 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' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

- 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;
 - 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
 - the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 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:
 - 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
 - is agreed with the Buyer in writing.
 - The Supplier shall:
 - implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 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;
 - 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;
 - 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;
 - 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;
 - propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

- 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
 - 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.
- 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.
 - A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1:

Baseline security requirements

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 National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC 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 End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). 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 NCSC 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.

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 NCSC, 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 NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) 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 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.

8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3 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

Call-Off Schedule 10 (Exit Management)

Definitions

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

"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 3.1 of this Schedule;

"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of 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;
"Registers"	the register and configuration database referred to in Paragraph 2.2 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 receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	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 5.1 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 5.2 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 the Deliverables or the Replacement Goods

	and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

16. Supplier must always be prepared for contract exit

- i. The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- ii. During the Contract Period, the Supplier shall promptly:
 - i. create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - ii. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("Registers").
- iii. The Supplier shall:
 - i. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - ii. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- iv. 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.

17. Assisting re-competition for Deliverables

- i. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- ii. 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.
- iii. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five

(5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

- iv. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

18. Exit Plan

- i. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- ii. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- iii. The Exit Plan shall set out, as a minimum:
 - i. a detailed description of both the transfer and cessation processes, including a timetable;
 - ii. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - iii. 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;
 - iv. 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;
 - v. 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;
 - vi. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - vii. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - viii. proposals for the disposal of any redundant Deliverables and materials;
 - ix. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - x. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- iv. The Supplier shall:
 - i. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - 1. every six (6) months throughout the Contract Period; and
 - 2. no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

3. 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;
 4. 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
- ii. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
 - v. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
 - vi. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

19. Termination Assistance

- i. 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:
 - i. the nature of the Termination Assistance required; and
 - ii. the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- ii. The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - i. no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - ii. the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- iii. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- iv. 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).

20. Termination Assistance Period

- i. Throughout the Termination Assistance Period the Supplier shall:
 - i. 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;
 - ii. 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;
 - iii. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - iv. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - v. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - vi. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- ii. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- iii. 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.

21. Obligations when the contract is terminated

- i. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- ii. 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:
 - i. vacate any Buyer Premises;
 - ii. 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;
 - iii. 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:
 - 1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and

2. 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.
- iii. 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.

22. Assets, Sub-contracts and Software

- i. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - i. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - ii. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
 - ii. 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:
 - i. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - ii. which, if any, of:
 1. the Exclusive Assets that are not Transferable Assets; and
 2. the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
 - iii. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
 in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
 - iii. 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.
 - iv. 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.

- v. 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:
 - i. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - ii. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- vi. 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.
- vii. The Buyer shall:
 - i. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - ii. 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.
- viii. 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.
- ix. 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.

23. No charges

- i. 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.

24. Dividing the bills

- i. 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:
 - i. the amounts shall be annualised and divided by 365 to reach a daily rate;
 - ii. 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
 - iii. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

Definitions

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

"Delay"

- a delay in the Achievement of a Milestone by its Milestone Date; or
- 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;

Implementation Period"

has the meaning given to it in Paragraph 7.1;

25. Agreeing and following the Implementation Plan

- i. A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 5 days after the Call-Off Contract Start Date.
- ii. The draft Implementation Plan:
 - i. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - ii. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- iii. 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.

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

26. Reviewing and changing the Implementation Plan

- i. Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- ii. The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- iii. Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- iv. Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

27. Security requirements before the Start Date

- i. 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.
- ii. 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.
- iii. 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.
- iv. The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- v. 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.
- vi. 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.

28. What to do if there is a Delay

- i. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - i. 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;
 - ii. include in its notification an explanation of the actual or anticipated impact of the Delay;
 - iii. comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - iv. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

29. Compensation for a Delay

- i. If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - i. 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;
 - ii. 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:
 - 1. 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
 - 2. the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - iii. the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - iv. 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
 - v. 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).

30. Implementation Plan

- i. The Implementation Period will be a six (6) Month period.

- ii. During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- iii. In accordance with the Implementation Plan, the Supplier shall:
 - i. 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;
 - ii. 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;
 - iii. liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - iv. produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- iv. The Implementation Plan will include detail stating:
 - i. 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
 - ii. 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.
- v. In addition, the Supplier shall:
 - i. appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - ii. mobilise all the Services specified in the Specification within the Call-Off Contract;
 - iii. produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - 1. 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
 - 2. 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.

- iv. manage and report progress against the Implementation Plan;
- v. construct and maintain a 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;
- vi. attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- vii. ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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
Phase1: Mobilisation Stage	<ul style="list-style-type: none"> ➤ <i>External valuers to liaise annually with NE on as-set base and any changes/gather site plans etc</i> ➤ <i>External valuers to be clear on ask and approach to ensure consistency of approach (Training/ Workshop)</i> ➤ <i>External valuers to undertake valuation exercise for assets as at 31 March each year</i> 	circa One month	Yr 1:16 – 25 March Yrs 2-4: December	NE Surveyors and NNR Managers to liaise with External Surveyors		
Phase 2: Inspection	<ul style="list-style-type: none"> ➤ <i>External valuers to undertake peer review of results</i> 	circa Two months	Yr 1: 26 March to 2 June Yrs 2-4: Jan – March			

Phase 3: Reporting	<ul style="list-style-type: none"> ➤ <i>External valuers to collate valuations into a single valuation report</i> ➤ <i>Draft Report to be received Annually by NE</i> ➤ <i>External valuers to meet with NE to review and discuss resulting valuations</i> ➤ <i>Final Report to be received annually by NE</i> ➤ <i>External valuers to discuss results with NE and Auditors as required]</i> ➤ <i>Provision of audit evidence</i> 					
		Circa one month from receipt of draft report	Yr 1: 3 June Yr 2-4: Mid March Yr 1: 16 June Yr 2-4: end March	Receive draft report NE Surveyor to review valuations with External valuers and discuss technical points around valuation results Receive final report	90% paid on delivery of robust final report	

Phase 4: Audit (Check & challenge)		Dependent on audit timelines	Yr 1: June – September Yr 2-4: May - September		10% on conclusion of audit	
<p>The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be 3 days.</p>						

Part B - Testing

Definitions

8.4 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 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;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 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 this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 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 this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

9. How testing should work

9.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

- 9.2 The Supplier shall not submit any Deliverable for Testing:
 - 9.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 9.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 9.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 9.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 9.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

10. Planning for testing

- 10.1 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.
- 10.2 The final Test Strategy shall include:
 - 10.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 10.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 10.2.3 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;
 - 10.2.4 the procedure to be followed to sign off each Test;
 - 10.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 10.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 10.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 10.2.8 the technical environments required to support the Tests; and
 - 10.2.9 the procedure for managing the configuration of the Test environments.

11. Preparing for Testing

- 11.1 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.

11.2 Each Test Plan shall include as a minimum:

11.2.1 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

11.2.2 a detailed procedure for the Tests to be carried out.

11.3 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.

12. Passing Testing

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

13. How Deliverables will be tested

13.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

13.2 Each Test Specification shall include as a minimum:

13.2.1 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;

13.2.2 a plan to make the resources available for Testing;

13.2.3 Test scripts;

13.2.4 Test pre-requisites and the mechanism for measuring them; and

13.2.5 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.

14. Performing the tests

14.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

14.2 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.

- 14.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 14.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 14.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 14.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 14.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 14.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 14.6.1 an overview of the Testing conducted;
 - 14.6.2 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;
 - 14.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 14.6.4 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
 - 14.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 14.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 14.8 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.
- 14.9 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.

15. Discovering Problems

- 15.1 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.
- 15.2 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.

- 15.3 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.

16. Test witnessing

- 16.1 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.
- 16.2 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.
- 16.3 The Test Witnesses:
- 16.3.1 shall actively review the Test documentation;
 - 16.3.2 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;
 - 16.3.3 shall not be involved in the execution of any Test;
 - 16.3.4 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;
 - 16.3.5 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;
 - 16.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 16.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

17. Auditing the quality of the test

- 17.1 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.
- 17.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 17.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 17.4 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.

- 17.5 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.
- 17.6 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.

18. Outcome of the testing

- 18.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 18.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 18.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 18.2.2 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
 - 18.2.3 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.
- 18.3 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.
- 18.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 18.4.1 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
 - 18.4.2 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.
- 18.5 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).
- 18.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 18.7 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.

- 18.8 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.
- 18.9 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:
- 18.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
- 18.9.2 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.

19. Risk

- 19.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 19.1.1 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
- 19.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

Severity 1 Error

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

● Severity 2 Error

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

● Severity 3 Error

- This is an error which:
 - causes a Component to become unusable;
 - causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 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;

● Severity 4 Error

- 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.

● Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: Defra

[insert Date 15/03/2022]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s):

- 1) Production of draft report;
 - Year one: 3 June 2022
 - Year two to five: 31 March 2023 to 2026
- 2) Production of final report;
 - Year one: 16 June 2022
 - Year two to five: 15 April 2023 to 2026
- 3) Production of further audit evidence as requested by the external auditors to justify the valuation details provided
 - Year one: Will be dependent on when external audit is timetabled by the NAO this is likely to be between June to September 2022
 - Year two to five: Will be dependent on when external audit is timetabled by the NAO this is likely to be between May to September 2023 to 2026

We refer to the agreement ("**Call-Off Contract**") RM6168 relating to the provision of the quinquennial revaluation of Natural England's Non-Operational Heritage assets as at 31 March 2022 and four subsequent desk top revaluations at 31 March 2023 to 31 March 2026] between Defra ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated 15/03/2022.

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

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

Definitions

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

"Critical Service Level Failure" has the meaning given to it in the Order Form;

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

"Service Credit Cap" has the meaning given to it in the Order Form;

"Service Level Failure" means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure" shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

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

● What happens if you don't meet the Service Levels

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

- the Service Level Failure:
 - exceeds the relevant Service Level Threshold;
 - has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - results in the corruption or loss of any Government Data; and/or
 - results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
 - Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - there is no change to the Service Credit Cap.
 - **Critical Service Level Failure**
- On the occurrence of a Critical Service Level Failure:
- any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

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

Part A: Service Levels and Service Credits

Service Levels

If the level of performance of the Supplier:

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

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

- 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;

- instruct the Supplier to comply with the Rectification Plan Process;
- if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

31. **Service Credits**

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

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

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Provision of draft and final valuation reports	Accuracy/Timelines	100% each year	Draft report to be received annually by end of fourth week of March before service credits being to accrue Final report to be received annually by 31 March before service credits begin to accrue	2% Service Credit gained for each day late under the specified Service Level Performance Measure on annual total cost.
Accurate and timely billing of Buyer	Accuracy /Timelines	100% each year	Annual invoice to be received for 90% of costs by 31 March. Final 10% to be paid on completion of audit	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Access to Buyer support including over audit period	Availability	at least 98% at all times	Initial turnaround response period is 2 days, but if after 3 days no response service credits begin to accrue	1% Service Credit gained for each day over the specified Service Level Performance Measure

			on day 4 on annual total cost	
--	--	--	-------------------------------------	--

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\% (\text{Service Level Performance Measure}) - x\% (\text{actual Service Level performance})$ = $x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) = 23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

Part B: Performance Monitoring

32. Performance Monitoring and Performance Review

- i. 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.
- ii. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - i. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - ii. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - iii. details of any Critical Service Level Failures;
 - iv. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

- v. 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
 - vi. such other details as the Buyer may reasonably require from time to time.
- iii. 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:
- i. 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;
 - ii. be attended by the Supplier's Representative and the Buyer's Representative; and
 - iii. 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.
- iv. 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.
- v. 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.

33. **Satisfaction Surveys**

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

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

Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

34. Project Management

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.

The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

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

35. Role of the Supplier Contract Manager

- i. The Supplier's Contract Manager's shall be:
 - 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;
 - 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;
 - able to cancel any delegation and recommence the position himself; and
 - replaced only after the Buyer has received notification of the proposed change.
- ii. The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- iii. Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

36. Role of the Operational Board

- 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.
- 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.
- 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.
- 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.

- 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.

37. Contract Risk Management

- i. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- ii. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - i. the identification and management of risks;
 - ii. the identification and management of issues; and
 - iii. monitoring and controlling project plans.
- iii. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- iv. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

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

Details of additional boards to be inserted.

Call-Off Schedule 16 (Benchmarking)

DEFINITIONS

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

"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"	the Charges for Comparable Deliverables;
"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 Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

38. When you should use this Schedule

- i. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables represent value for money to the taxpayer throughout the Contract Period.
- ii. This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- iii. Amounts payable under this Schedule shall not fall with the definition of a Cost.

39. Benchmarking

i. How benchmarking works

- i. 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.
- ii. The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- iii. 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.

- iv. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- v. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- vi. 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.
- vii. 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.

ii. **Benchmarking Process**

- i. The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - 1. a proposed cost and timetable for the Benchmark Review;
 - 2. 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
 - 3. a description of how the benchmarker will scope and identify the Comparison Group.
- ii. 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.
- iii. The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- iv. Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- v. Once it has received the Approval of the draft plan, the benchmarker shall:
 - 1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both

in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

- a. market intelligence;
- b. the benchmarker's own data and experience;
- c. relevant published information; and
- d. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 2. by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 3. using the Equivalent Data, calculate the Upper Quartile;
 4. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- vi. The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker 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.
- vii. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
 1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 2. exchange rates;
 3. 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.

iii. **Benchmarking Report**

- i. For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- ii. 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:
 1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 2. 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

3. include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- iii. The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

When you should use this Schedule

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

40. Definitions

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

41. Relevant Convictions

- i. The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- ii. Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 1. carry out a check with the records held by the Department for Education (DfE);
 2. conduct thorough questioning regarding any Relevant Convictions; and
 3. ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

Annex 1 – Relevant Convictions

[Insert Relevant Convictions here]

Call-Off Schedule 20 (Call-Off Specification)

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

This has been included in the call off tender above.

Joint Schedule 1 (Definitions)

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

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

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

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

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

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

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

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

""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);
""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 ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	the Relevant Authority's right to:

	<p>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);</p> <p>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;</p> <p>verify the Open Book Data;</p> <p>verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>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;</p> <p>identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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>enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>the Buyer's internal and external auditors;</p> <p>(a) the Buyer's statutory or regulatory auditors;</p> <p>(b) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(c) HM Treasury or the Cabinet Office;</p> <p>(d) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(e) 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);
"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;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"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);
"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"> (i) Government Department; (ii) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (iii) Non-Ministerial Department; or (iv) 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;
"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"	<p>the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:</p> <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date <p>up to and including the applicable End Date;</p>

"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 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;
"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> <p>(v) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> base salary paid to the Supplier Staff; employer's National Insurance contributions; pension contributions; car allowances; any other contractual employment benefits; staff training; workplace accommodation; workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and reasonable recruitment costs, as agreed with the Buyer; <p>(vi) 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;</p> <p>(vii) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>(viii) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> (ix) Overhead; (x) financing or similar costs;

	<p>(xi) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>(xii) taxation;</p> <p>(xiii) fines and penalties;</p> <p>(xiv) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>(xv) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;

"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<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>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> <ol style="list-style-type: none"> 2. is required by the Supplier in order to provide the Deliverables; and/or 3. has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the 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;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of:

	<p>the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>1. 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 and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the 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 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>
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <p>eligible to use the Framework Contract; and</p> <p>1. is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>1.1 the Regulations;</p> <p>1.2 the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>1.3 the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>1.4 the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>1.5 the Remedies Directive (2007/66/EC);</p> <p>1.6 Directive 2014/23/EU of the European Parliament and Council;</p> <p>1.7 Directive 2014/24/EU of the European Parliament and Council;</p> <p>1.8 Directive 2014/25/EU of the European Parliament and Council; or</p> <p>1.9 Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form

	incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from 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 and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> .12 riots, civil commotion, war or armed conflict; .13 acts of terrorism; .14 acts of a Central Government Body, local government or regulatory bodies; .15 fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</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 of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	.16the legislation in Part 5 of the Finance Act 2013 and; and .17any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"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 Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:

	.17.1 are supplied to the Supplier by or on behalf of the Authority; or .17.2 the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the 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;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <ol style="list-style-type: none"> 1. details of the cost of implementing the proposed Variation; 2. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; 3. a timetable for the implementation, together with any proposals for the testing of the Variation; and 4. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>

"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"	<p>copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <ol style="list-style-type: none"> 1. 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 2. 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"	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: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	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"> which is relied upon to deliver any work package within the Deliverables in their entirety; and/or • 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 • with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,

	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"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 declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;

"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>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>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> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or 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;

"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> <ul style="list-style-type: none"> 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; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> .17.3 the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; .17.4 staff costs 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 grade; .17.5 a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and .17.6 Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; 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; 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 h) the actual Costs profile for each Service Period;
"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;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"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>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> <p>.17.7 induce that person to perform improperly a relevant function or activity; or</p> <p>.17.8 reward that person for improper performance of a relevant function or activity;</p>

	<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> <p>.17.9 under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>.17.10 under legislation or common law concerning fraudulent acts; or</p> <p>.17.11 defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <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"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"RICS"	Royal Institute of Chartered Surveyors
"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) which shall include:</p> <p>1 full details of the Default that has occurred, including a root cause analysis;</p> <p>2 the actual or anticipated effect of the Default; and</p> <p>3 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);</p>
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);

"Reimbursable Expenses"	<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"	<p>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);</p> <p>1. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 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 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;
"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"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the 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"	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"> the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the 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"	<p>any:</p> <p>standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>20.standards detailed in the specification in Schedule 1 (Specification);</p> <p>21.standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>22.relevant Government codes of practice and guidance applicable from time to time;</p>
"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"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>provides the Deliverables (or any part of them);</p> <p>42. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>43. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"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 that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"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;

"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 Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>Achieve a Milestone by its Milestone Date;</p> <ol style="list-style-type: none"> 1. provide the Goods and/or Services in accordance with the Service Levels ; and/or 2. comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the 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;
"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;
"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 from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"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 – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; an (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);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the 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
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;

"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the 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.

Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	[delete] as applicable: CCS / 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]	
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: [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]

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]

44. Words and expressions in this Variation shall have the meanings given to them in the Contract.
45. 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)

The insurance you need to have

- 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:

- the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- the Call-Off Contract Effective Date in respect of the Additional Insurances.
- The Insurances shall be:
 - maintained in accordance with Good Industry Practice;
 - (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;
 - taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - maintained for at least six (6) years after the End Date.
- 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.
- **How to manage the insurance**
 - Without limiting the other provisions of this Contract, the Supplier shall:
 - 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;
 - promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 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.
- **What happens if you aren't insured**
 - 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.
 - 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.
- **Evidence of insurance you must provide**
 - 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.

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

- 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.

- **Cancelled Insurance**

- 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.
- 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.

- **Insurance claims**

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

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

- i. professional indemnity 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
- ii. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds £2,000,000
- iii. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds £5,000,000.

Joint Schedule 4 (Commercially Sensitive Information)

Not required.

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 corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

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

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 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;

- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 1.3.1 this is allowed by national law;
 - 1.3.2 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
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 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.

2. Sustainability

- 2.1 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) Not required

Joint Schedule 7 (Financial Difficulties)

Definitions

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

"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Annex 2 and
"Financial Distress Event"	<p>46. the occurrence or one or more of the following events:</p> <ul style="list-style-type: none">i. the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;ii. the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;iii. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;iv. Monitored Company committing a material breach of covenant to its lenders;v. a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orvi. any of the following:<ul style="list-style-type: none">i. commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii. non-payment by the Monitored Company of any financial indebtedness;iii. any financial indebtedness of the Monitored Company becoming due as a result of an event of default; oriv. the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

	47. in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;
"Financial Distress Service Continuity Plan"	48. a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	49. Supplier / the Framework Guarantor/ or any Key Subcontractor
"Rating Agencies"	50. the rating agencies listed in Annex 1.

● **When this Schedule applies**

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

● **What happens when your credit rating changes**

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

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

where:

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

- The Supplier shall:
 - regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
 - promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

- **What happens if there is a financial distress event**

- In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - rectify such late or non-payment; or
 - demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]

- The Supplier shall and shall procure that the other Monitored Companies shall:
 - at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 - submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - provide such financial information relating to the Monitored Company as CCS may reasonably require.
- If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it

shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.64.6.

- CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

- **When CCS or the Buyer can terminate for financial distress**

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

- **What happens If your credit rating is still good**

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

ANNEX 1: RATING AGENCIES

Dun and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	D&B Threshold: Lots 1 to 6 = 40 Lot 7 = 60
Framework Guarantor/ and Call-Off Guarantor	
Key Subcontractor	

Joint Schedule 8 (Guarantee)

Definitions

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

"Guarantee"	a deed of guarantee from the Guarantor in favour of a Buyer in the form set out in Annex 1 to this Schedule;
"Guarantor"	the person that the Supplier relied upon to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Contract; and
"Letter of Intent to Guarantee"	the letter from the Guarantor to CCS to confirm that the Guarantor will enter into each Guarantee in the form set out in Annex 2 to this Schedule.

- **Obligation to Provide Guarantee**

- Where CCS has notified the Supplier that the award of the Framework Contract is conditional upon the availability of a Guarantee for each Call-Off Contract:
- as a condition for the award of the Framework Contract, the Supplier must have delivered to CCS within 30 days of a request by CCS:
- an executed Letter of Intent to Guarantee from the Guarantor; and
- a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of this Schedule; and
- on demand from a Buyer, the Supplier must procure a Guarantee in accordance with Paragraph 2.4 below.
- If the Supplier fails to deliver any of the documents required by Paragraph 2.1.1 above within 30 days of request then:
- CCS may terminate this Framework Contract; and
- each Buyer may terminate any or all of its Call-Off Contracts,

in each case as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms.

- **Where the CCS has received a Letter of Intent to Guarantee from the Guarantor pursuant to Paragraph 2.1.1, CCS may terminate this Framework Contract as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:**
 - the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;
 - the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;

- the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or
- an Insolvency Event occurs in respect of the Guarantor,
- and in each case the Letter of Intent to Guarantee is not replaced by an alternative commitment to make resources available acceptable to CCS.
- Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition precedent of that Call-Off Contract, the Supplier shall deliver to the Buyer by the date so specified by the Buyer:
 - an executed Guarantee; and
 - a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- Where a Buyer has procured a Guarantee under Paragraph 2.4 above, the Buyer may terminate the Call-Off Contract for as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:
 - the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
 - the Guarantor is in breach or anticipatory breach of the Guarantee;
 - an Insolvency Event occurs in respect of the Guarantor;
 - the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
 - the Supplier fails to provide any of the documentation required by Paragraph-2.4 by the date so specified by the Buyer,
 - and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.

Annex 1 – Form of Guarantee

TO BE POPULATED IF REQUIRED

Annex 2 – Form of Letter of Intent to Guarantee

Guidance Note: this is the form of the Letter of Intent to Guarantee to be used by a Guarantor to confirm that it will enter into a Guarantee for each Call Off Contract if required by a Buyer.

ON THE LETTERHEAD OF THE GUARANTOR

Crown Commercial Service
9th Floor, The Capital
Old Hall Street
Liverpool
L3 9PP

[DATE]

Dear Sirs

Letter of Intent to Guarantee – Framework Contract RM6168 - Estate Management Services (the “Framework Contract”)

Name of Supplier: **INSERT NAME OF SUPPLIER**

We refer to the Framework Contract. Unless otherwise defined in this Letter of Intent to Guarantee, capitalised terms used in this Letter of Intent to Guarantee have the meaning given to them in the Framework Contract.

2. We acknowledge that the Supplier relied on our capacity to meet the selection criteria relating to economic and financial standing that CCS set out in the procurement process for the Framework Contract.
3. We have issued this Letter of Intent to Guarantee in consideration of CCS entering into the Framework Contract with the Supplier.
4. Please accept this Letter of Intent to Guarantee as an undertaking from us and as proof that the Supplier will have at its disposal the resources necessary to achieve the economic and financial standing required in the relevant selection criteria.
5. We acknowledge that it is a condition of the Framework Contract that:
 - 5.1 we provide this Letter of Intent to Guarantee to CCS (paragraph 2.1.1 of Joint Schedule 8 of the Framework Contract); and
 - 5.2 on demand from a Buyer, the Supplier must procure that we enter into a Guarantee in the form set out in Annex 1 to Joint Schedule 8 of the Framework Contract (paragraph 2.1.2 of Joint Schedule 8 of the Framework Contract).
6. We confirm that:
 - 6.1 we undertake to provide each Guarantee in accordance with the Framework Contract; and
 - 6.2 we understand that CCS may terminate the Framework Contract with the Supplier as a material Default of the Framework Contract if:
 - 6.2.1 we withdraw or revoke this Letter of Intent to Guarantee in whole or in part for any reason whatsoever;

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- 6.2.2 we refuse to enter into a Guarantee in accordance paragraph 2.1.2 of Joint Schedule 8 of the Framework Contract; or
- 6.2.3 an Insolvency Event occurs in respect of the Guarantor.
7. Please find enclosed a certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of Joint Schedule 8 of the Framework Contract.
8. This Letter of Intent to Guarantee and any Disputes arising out of, or connected to it, are governed by English law. CCS and the Guarantor must resolve any Dispute in accordance with Clause 34 of the Core Terms of the Framework Contract as if that clause applied to this Letter of Intent to Guarantee.

Yours faithfully

Name:

Job Title:

For and on behalf of

INSERT NAME OF THE GUARANTOR

Encs:

Certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee

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).

Framework Ref: RM6168 - Estate Management Services

Project Version: v1.0

Model Version: v3.6

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	

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	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)**Definitions**

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

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under a Contract;

Status of the Controller

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

2.2.1 “Controller” in respect of the other Party who is “Processor”;

2.2.2 “Processor” in respect of the other Party who is “Controller”;

2.2.3 “Joint Controller” with the other Party;

2.2.4 “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- 2.3 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 2.4 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.5 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:
- 2.5.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.5.2 an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - 2.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.6 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- 2.6.1 Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - 2.6.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Personal Data Breach;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
 - 2.6.3 ensure that :
 - (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (b) are subject to appropriate confidentiality undertakings with the Processor or any Sub processor;

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- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.6.4 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:
 - (a) 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;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) 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
 - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- 2.6.5 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.
- 2.7 Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - 2.7.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.7.2 receives a request to rectify, block or erase any Personal Data;
 - 2.7.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.7.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 2.7.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.7.6 becomes aware of a Personal Data Breach.
- 2.8 The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 2.9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - 2.9.1 the Controller with full details and copies of the complaint, communication or request;

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- 2.9.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 2.9.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 2.9.4 assistance as requested by the Controller following any Personal Data Breach; and/or
- 2.9.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 2.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 2.10.1 the Controller determines that the Processing is not occasional;
 - 2.10.2 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
 - 2.10.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.13 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - 2.13.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.13.2 obtain the written consent of the Controller;
 - 2.13.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - 2.13.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.14 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.15 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 2.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

- 2.18 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 2.19 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 2.20 Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 2.21 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 2.22 The Parties shall only provide Personal Data to each other:
- 2.22.1 to the extent necessary to perform their respective obligations under the Contract;
 - 2.22.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - 2.22.3 where it has recorded it in Annex 1 (*Processing Personal Data*).
- 2.23 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 2.24 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 2.25 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):

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- 2.25.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- 2.25.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 2.26 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- 2.26.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- 2.26.2 implement any measures necessary to restore the security of any compromised Personal Data;
- 2.26.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- 2.26.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 2.27 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 2.28 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 2.29 Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

- (1) The contact details of the Relevant Authority's Data Protection Officer are:

Data Protection Officer
Cabinet Office
70 Whitehall
London
SW1A 2AS

Email: XXXXXXXXXXXXXXXXXX

To contact CCS, the relevant details are:

Head of Privacy and Data Protection
The Capital
Old Hall Street
Liverpool
L3 9PP

email: XXXXXXXXXXXXXXXXXX

- (2) The contact details of the Supplier's Data Protection Officer are: XXXXXXXXXXXXXXXXXX
(3) The Processor shall comply with any further written instructions with respect to Processing by the Controller.
(4) Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>contact details for the NNR Managers and the NE Surveyors in order to discuss the relevant land sites and to agree dates etc for visits to inspect the sites.</i></p> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the</i></p>

	<p><i>Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <p><i>contact details for the NNR Managers and the NE Surveyors in order to discuss the relevant land sites and to agree dates etc for visits to inspect the sites.</i></p> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>contact details for the NNR Managers and the NE Surveyors in order to discuss the relevant land sites and to agree dates etc for visits to inspect the sites.</i></p> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></p> <ul style="list-style-type: none"> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> <p><i>contact details for the NNR Managers and the NE Surveyors in order to discuss the relevant land sites and to agree dates etc for visits to inspect the sites.</i></p>
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Duration of the Processing	<i>Same as the contract duration.</i>
Nature and purposes of the Processing	<p><i>Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc</i></p>
Type of Personal Data	<i>contact details for the NNR Managers and the NE Surveyors in order to discuss the relevant land sites and to agree dates etc for visits to inspect the sites.</i>
Categories of Data Subject	<i>Staff contact details</i>
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	<i>When the contract expires the personal data should be securely destroyed.</i>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the **Supplier/Relevant Authority:**

2.29.1 is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;

2.29.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

2.29.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;

2.29.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and

2.29.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

ii) Undertakings of both Parties

(1) The Supplier and the Relevant Authority each undertake that they shall:

report to the other Party every **[x]** months on:

the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

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any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;

are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and

have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

nature of the data to be protected;

harm that might result from a Personal Data Breach;

state of technological development; and

cost of implementing any measures;

ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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

iii) **Data Protection Breach**

- (1) Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

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

2.1.2 all reasonable assistance, including:

- (a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (b) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the

Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

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

the nature of the Personal Data Breach;

the nature of Personal Data affected;

the categories and number of Data Subjects concerned;

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

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

describe the likely consequences of the Personal Data Breach.

iv) **Audit**

- (1) The Supplier shall permit:

3.1.1 the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

3.1.2 the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

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

v) **Impact Assessments**

- (1) The Parties shall:

- i. provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

- ii. maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

vi) **ICO Guidance**

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

vii) **Liabilities for Data Protection Breach**

- (1) If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
 - if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
 - if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- (2) If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

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- (3) In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
 - 4.1.1 if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
 - 4.1.2 if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
 - 4.1.3 if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.
- (4) Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

viii) **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

ix) **Sub-Processing**

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

x) **Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Joint Schedule 12 (Supply Chain Visibility)

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.

● **Visibility of Sub-Contract Opportunities in the Supply Chain**

- The Supplier shall:
 - 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 [REDACTED] arise during the Contract Period;
 - within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contracts Finder with details of the successful Subcontractor;
 - 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;
 - 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
 - promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 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.
- 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.

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- 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.

- **Visibility of Supply Chain Spend**

- In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

the total contract revenue received directly on the Contract;

51. the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and

52. the total value of sub-contracted revenues to SMEs and VCSEs.

- 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.
- 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



Copy of Supply Chain
Information Report Te