

Order Form

Call-Off Ref: Contract Reference ecm_11965
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UC Targeted Case Review Resource Augmentation Order Form

CALL-OFF REFERENCE: ecm_11965
THE BUYER: Department for Work and Pensions
BUYER ADDRESS: Ground Floor, Caxton House, Tothill Street,
London, SW1H 9NA.
THE SUPPLIER: Teleperformance Limited
SUPPLIER ADDRESS: Spectrum House, Bond Street, Bristol, BS1 3LG
REGISTRATION NUMBER: 2060289
DUNS NUMBER: 29-857-0375

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Contract Deliverables and dated 19th June 2024

It's issued under the Framework Contract with the reference number RM6181 for the provision of outsource contact centre and business services.

CALL-OFF LOT(S):

Lot 1

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CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. [Joint Schedule 1 \(Definitions and Interpretation\) RM6181.](#)
3. [Framework Special Terms.](#)
4. The following Schedules in equal order of precedence:
 - Joint Schedules for Framework RM6181
 - [Joint Schedule 2 \(Variation Procedure and Variation Form\)](#)
 - [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 RM6181
 - [Call-Off Schedule 1 \(Transparency Reports\)](#)
 - [Call-Off Schedule 2 \(Staff Transfer\)](#)
 - [Call-Off Schedule 3 \(Continuous Improvement\)](#)
 - [Call-Off Schedule 5 \(Pricing Details\)](#)
 - Call-Off Schedule 6 (ICT Services) - Not Used
 - [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 11 (Installation works) - Not Used
 - Call-Off Schedule 12 (Clustering) - Not Used
 - [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) - Not Used
 - Call-Off Schedule 18 (Background checks) - Not Used
 - Call-Off Schedule 19 (Scottish law) - Not Used
 - [Call-Off Schedule 20 \(Call-Off Specification\)](#)
 - Call-Off Schedule 21 (Northern Ireland Law) - Not Used
 - Call-Off Schedule 22 (Lease terms) - Not Used
 - Call-Off Schedule 23 (HMRC terms) - Not Used
 - Call-Off Schedule 24 (Supplier furnished items) - Not Used

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- [Call-Off Schedule 25 \(DWP Additional Contractual Requirements\)](#)
- 5. [CCS PSC Outsourcing Core Terms \(Version 2\)](#).
- 6. [Joint Schedule 5 \(Corporate Social Responsibility\)](#)
- 7. [Call-Off Schedule 4 \(Call-Off Tender\)](#) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract as Variations to the Core Terms:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is:

- (i) specified in this Contract; or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Special Term 2 – For the period of one year commencing with the Call-Off Start Date, Clause 2.9 of the Core Terms shall be deleted and replaced with the following:

"2.9 *The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:*
(a) *verify the accuracy of the Due Diligence Information; or*
(b) *properly perform its own adequate checks,*
unless, notwithstanding Clause 2.7, the Supplier demonstrates that its failure would not have occurred but for a material error, which was the responsibility of the Relevant Authority, in the Due Diligence Information. From the first anniversary of the Call-Off Start Date, Clause 2.9 of the incorporated Core Terms (without the amendment of this Special Term 2) shall be reinstated."

Special Term 3 – Where, within one year of the Call-Off Start Date, it is identified that there has been any error in the Due Diligence Information provided by the Buyer to the Supplier, at the next meeting of the Commercial Board (as defined in Call-Off Schedule 15 (*Call-Off Contract Management*)), the Commercial Board shall discuss and agree any adjustments required to the Contract and/or the Due Diligence Information as a result of such error and shall appoint representatives of each of the Buyer and the Supplier to implement those adjustments. If the Commercial Board cannot agree on the adjustments required, the matter shall be dealt with in accordance with the dispute resolution procedure set out in Clause 36 (*Resolving Disputes*) of the Core Terms.

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Special Term 4 – Clause 4.4 of the Core Terms shall be deleted and replaced with the following:

"4.4 The Buyer must pay the Supplier the Charges in accordance with Paragraph 2.1 of Part E (Invoicing and Payment Terms) Call-Off Schedule 5 (Pricing Details)."

Special Term 5 – Clause 4.8 of the Core Terms shall be deleted and replaced with the following:

"4.8 The Supplier must ensure that all Subcontractors are paid in accordance with Paragraph 2.3 of Part E (Invoicing and Payment Terms) Call-Off Schedule 5 (Pricing Details)."

Special Term 6 – Clause 5 (*The Buyer's obligations to the supplier*) of the Core Terms shall begin with the following new wording:

"5. Except for Supplier Non-Performance arising from an Authority Cause and which relates to the Supplier's failure to Achieve a Milestone by its Milestone Date as governed by Paragraph 9.2 of Call-Off Schedule 13 (Implementation Plan and Testing), ."

Special Term 7 – The following shall be added to the end of Clause 6.2 of the Core Terms after the words "...any Financial Report or Open Book Data.":

"Any Audit shall be in accordance with this clause 6 and where the Audit relates to financial matters Part C (Financial Audit Rights) of Annex 2 (Financial Reports and Financial Audit Rights) Call-Off Contract Schedule 5 (Pricing Details)."

Special Term 8 – The following wording shall be added to the end of Clause 11.1.2 of the Core Terms after the words "...3 Months' written notice before the Contract expires.":

"subject to Paragraph 4 (Indexation) of Part C (Adjustments to the Charges and Risk Register) of Call-Off Schedule 5 (Pricing Details)."

Special Term 9 – Clause 11.2.2 of the Core Terms shall be deleted and replaced with the following:

"11.2.2 Each Buyer has the right to terminate their Call-Off Contract (or a part of it pursuant to Clause 11.7.3) at any time without reason by giving the Supplier not less than 90 days' written notice (or 45 days in the case of partial termination pursuant to clause 11.7.3)."

Special Term 10 – Clause 11.3 (*Rectification plan Process*) of the Core Terms shall be deleted in its entirety and replaced with the following:

"11.3 Rectification plan process"

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11.3.1 The Parties shall comply with the Rectification Plan process set out in Joint Schedule 10 (Rectification Plan)."

Special Term 11 – Clause 11.4.1(l) of the Core Terms shall be amended as follows:

Clause 11.4.1(l) shall end in a comma and the following wording shall be added *"each of sub-clauses (a) to (l) immediately above shall constitute a Supplier Termination Event ("**Supplier Termination Event**")."*

Special Term 12 – Clause 11.4.2 of the Core Terms shall be amended as follows:

The words *"... and 25.3(b)"* shall be deleted from the end of the clause.

Special Term 13 – Clause 11.4.3 of the Core Terms shall be amended as follows:

The Words *"Clause 11.3.1"* shall be deleted from the end of clause 11.4.3 and replaced with *"Clause 11.4.1"*.

Special Term 14 – Clause 25 of the Core Terms shall be amended as follows:

(a) Clause 25.1 shall be deleted and replaced with the following:

"25.1 Either Party may request any Variation or Operational Change in accordance with this clause 25 and Joint Schedule 2 (Variation Procedure and Variation Form).";

(i) The words *"...Clauses 25.1 to 25.4"* shall be deleted from the end of Clause 25.7 of the Core Terms and replaced with *"...Joint Schedule 2 (Variation Procedure and Variation Form)";*

(c) Clauses 25.2 and 25.3 of the Core Terms shall be deleted in their entirety, and the remaining Clauses shall be renumbered accordingly (with Clause 25.4 becoming 25.2 and so on); and

(d) A new Clause 25.9 is inserted as follows:

"25.1 During the Contract Period the Buyer may require, in addition to the Services, the provision of certain Optional Services. The addition of any Optional Services required by the Buyer will be subject to the Variation Procedure in accordance with this clause 25, Joint Schedule 2 (Variation Procedure and Variation Form) and Paragraph 15 (Optional Services) of Call-Off Schedule 20 (Call-Off Specification)."

Special Term 15 – Clause 36 (*Resolving Disputes*) of the Core Terms shall be amended as follows:

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- (a) Clause 36.1 shall be deleted in its entirety and replaced with the following:

"36.1 If there is a Dispute, the Parties shall follow the Dispute Resolution Procedure as set out in this Clause 36 and Annex B of Call-Off Schedule 15 (Call-Off Contract Management)."; and

- (b) Clauses 36.2 to 36.4 (inclusive) shall be deleted in their entirety and the remaining Clauses shall be renumbered accordingly (with Clause 36.5 becoming 36.2 and so on).

Special Term 16 – A new Clause 3.3.8 is inserted into the Core Terms as follows:

"3.3.8 Throughout the Contract Period the Supplier shall provide:

- (a) the services, functions and responsibilities described in the Services Description (including Buyer Operational Changes required by the Buyer from time to time); and*
- (b) services, functions and responsibilities not specifically described in the Services Description but inherent in, incidental to or necessary for the proper performance of the services, functions and/or responsibilities referred to in Clause 3.3.8(a), which shall be deemed to be within the scope of the Services to be provided by the Supplier for the Charges, as if such services, functions and responsibilities were expressly described in the Contract."*

Special Term 17 – The following new Clauses 11.6.6 are inserted into the Core Terms as follows:

"11.6.6 For the purposes of interpreting and calculating "unavoidable Losses" in accordance with Clause 11.6.3(b) the following provisions shall apply:

- (a) "unavoidable Losses" is deemed restricted solely to:*
 - (i) Redundancy Costs, in accordance with clause 11.6.6(b); and*
 - (ii) Contract Breakage Costs, in accordance with clause 11.6.6l,*

and in each case only where and to the extent incurred by the Supplier directly as a result of the termination of this Contract and, for the avoidance of any doubt, no other unavoidable Losses shall be recoverable by the Supplier pursuant to clause 11.6.3(b);

Redundancy Costs

- (b) in relation to any redundancy costs incurred by the Supplier*

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on termination of this Contract:

- (i) the Buyer shall not be liable under Clause 11.6.3(b) for any costs associated with Supplier Staff (whether relating to redundancy, redeployment or otherwise) other than Redundancy Costs (defined below); and*
- (ii) for the purposes of this Clause 11.6.6 "**Redundancy Costs**" means any statutory redundancy payment, with each payment amount apportioned between the Supplier and the Buyer based on the time spent by such employee on the Services as a proportion of that person's total service duration of that employee with the Supplier.";*

Contract Breakage Cost(c) *the Supplier may only seek to recover under Clause 11.6.3(b) Contract Breakage Costs which:*

- (i) would not have been incurred had this Contract continued until expiry of the Call-Off Initial Period, or in the event that the Contract Period has been extended, the expiry of the relevant Call-Off Optional Extension Period;*
- (ii) are unavoidable, proven, reasonable, and not capable of recovery;*
- (iii) are incurred under arrangements or agreements that are directly associated with this Contract;*
- (iv) are not Contract Breakage Costs relating to contracts or Sub-contracts with Affiliates of the Supplier; and*
- (v) relate directly to the termination of the Services;*
- (d) the Supplier shall be entitled to Contract Breakage Costs only in respect of Sub-contracts which:*
 - (i) are not assigned or novated to the Buyer or a Replacement Supplier at the request of the Buyer in accordance with Schedule 10 (Exit Management); and*
 - (ii) the Supplier can demonstrate:*
 - (A) are surplus to the Supplier's and/or its Affiliate's requirements after the date on which this Contract terminates, whether in relation to use internally within its or its Affiliate's business or in providing services to any of its or its Affiliate's other customers; and*
 - (b) have been entered into by it in the ordinary*

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course of business;

- (e) *except with the prior written agreement of the Buyer, the Buyer shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of:*
 - 6.3.1 *the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier premises which may arise as a consequence of the termination of this Contract; and/or*
 - 6.3.2 *assets not yet installed at the date on which this Contract terminates;*
- (f) *for the purposes of Clause 11.6.6(c) "**Contract Breakage Costs**" means the amounts payable by the Supplier to its Key Sub-contractors for terminating all relevant Key Sub-contracts as a direct result of the early termination of this Contract;*

Mitigation of Redundancy Costs and Contract Breakage Costs

- (g) *the Supplier agrees to use all reasonable endeavours to minimise and mitigate Redundancy Costs and Contract Breakage Costs by:*
 - (i) *the appropriation of employees and resources for other purposes;*
 - (ii) *at the Buyer's request, assigning any Sub-contracts to the Buyer or a third party acting on behalf of the Buyer; and*
 - (iii) *in relation Sub-contracts that are not to be assigned to the Buyer or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted;*
- (h) *if assets, employees and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs and Redundancy Costs payable by the Buyer or a third party to the Supplier. In the event of any Dispute arising over whether the Supplier can use any assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the Dispute shall be referred to an Expert for determination in accordance with the procedure detailed in Annex B (Dispute Resolution Procedure) of Call-Off Schedule 15 (Call-Off Contract Management);*
- (i) *any Contract Breakage Costs and/or Redundancy Costs*

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paid under clause 11.6.3(b) shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Buyer pursuant to clause 11.2.2 or termination by the Supplier pursuant to clause 11.5 (When the Supplier can end the contract) (as applicable), and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination;

Set Off

- (j) *the Buyer shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to clause 11.6.3(b);*

No double recovery

- (k) *the value of any payment of any Contract Breakage Costs and/or Redundancy Costs paid under clause 11.6.3(b) shall be reduced or extinguished to the extent that the Supplier has already received the Charges or the financial benefit of any other rights or remedy given under this Contract so that there is no double counting in calculating the relevant payment; and*
- (l) *any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan."*

Special Term 18 – The Collaborative Working Principles shall apply to this Call-Off Contract. In addition Clause 3.1.3 of the Core Terms is amended as follows:

- (a) after the words "*reasonable assistance to*" insert the words "*the Buyer and*";
- (b) in sub-clause (b) after the words "*accurate information*" insert the words "*the Buyer and*";
- (c) in sub-clause (c) after the words "*resourcing with*" insert the words "*the Buyer and*"; and
- (d) in sub-clause (d) after the words "*assistance to*" insert the words "*the Buyer and*"

CALL-OFF DETAILS

CALL-OFF START DATE: 20/06/2024

CALL-OFF EXPIRY DATE: 19/06/2028

CALL-OFF INITIAL PERIOD: 48 months from the Call-Off Start Date

SERVICE COMMENCEMENT DATE: As per the Definition in Joint Schedule 1

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CALL-OFF OPTIONAL EXTENSION PERIOD(S)

In accordance with Clause 11.1.2 of the Core Terms the Buyer may elect to extend the Contract Period for 1 or more Call-Off Optional Extension Periods subject to:

1. the Buyer giving the Supplier no less than 3 Months' written notice of a Call-Off Optional Extension Period before the Contract expires; and
2. the Call-Off Optional Extension Period(s) in total shall not exceed a period of 24 (twenty-four) months from expiry of the Call-Off Initial Period.

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 12.2 of the Core Terms, superseded by the below:

Additional Financial Terms:

1. The Supplier's aggregate liability for loss and/or damage to Buyer Premises and/or any other property and/or assets of the Buyer caused by or otherwise arising from one or more Defaults by the Supplier occurring in each and any Contract Year shall not exceed £10 million (ten million pounds sterling);
2. The Supplier's aggregate liability in respect of all (i) Service Credits; and (ii) Compensation for Critical Service Level Failures incurred in any rolling period of 12 months shall be subject to the Service Credit Cap; and
3. The Supplier's aggregate liability in respect of all other Losses incurred by the Buyer under or in connection with this Call Off Contract as a result of any Default(s) by the Supplier shall in no event exceed the greater of an amount equal to £25 million or 150% of the total Charges paid and/or payable by the Buyer to the Supplier during the Term.

SERVICE CREDIT CAP

Service Credit Cap means 10% (ten per cent) of the Estimated Yearly Charges for the relevant Call-Off Contract Year.

CALL-OFF CHARGES

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

For the purposes of this Call-Off Contract, the Estimated Year 1 Charges are
[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

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The Financial Transparency Objectives apply to this Call-Off Contract and are referenced in Call-Off Schedule 1 (*Transparency Reports*).

BUYER AUTHORISED REPRESENTATIVE
[REDACTED]**BUYER'S ENVIRONMENTAL POLICY**

DWP Sustainable Development Requirements and the environmental requirements set out in Call-Off Schedule 25 (*DWP Additional Contractual Requirements*) at Annex 4 (*Environmental Requirements*).

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 (*Security*).

SUPPLIER AUTHORISED REPRESENTATIVE
[REDACTED]**SUPPLIER CONTRACT MANAGER**
[REDACTED]**KEY STAFF**
[REDACTED]**KEY SUBCONTRACTOR(S)**

None

COMMERCIALLY SENSITIVE INFORMATION

The information set out in Joint Schedule 4 (*Commercially Sensitive Information*).

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (*Service Levels*) and Call-Off Schedule 5 (*Pricing Details*).

SERVICE PERIOD

The Service Period is any calendar month.

SUPPLIER ANTICIPATED PROFIT MARGIN

The Supplier Anticipated Profit Margin is 5%.

ADDITIONAL INSURANCES

Appropriate insurances to cover potential liabilities in respect of data protection and security as specified further in Joint Schedule 3 (*Insurance Requirements*).

GUARANTEE

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The Buyer requires the Supplier to have a Call-Off Guarantor to guarantee their performance using the form set out 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:	

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, appendices, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, appendices, 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 Part 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;

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- 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 in entering into a Contract the Relevant Authority is acting as part of the Crown; and
- 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
- 1.3.13.1 any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- 1.3.13.2 any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; 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:

" 2013 Regulations "	means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
" Access to Work "	means the access to work programme available at https://www.gov.uk/access-to-work which may be amended from time to time;
" Accommodation "	means the location and accommodation Requirements as set out in Paragraph 4.1 (<i>Location and Premises</i>) of Call-Off Schedule 20 (<i>Call-Off Specification</i>) which are to be read in the context of all related Requirements in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
" Accounting Reference Date "	means in each year the date to which the Supplier prepares its annual audited financial statements;
" Achieve "	means in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of an Achievement Certificate in

Joint Schedule 1 (Definitions)

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	respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Achievement Certificate"	means the certificate (materially in the form of the document contained in Annex 2 (<i>Achievement Certificate</i>) of Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>) 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;
"Acquired Rights Directive"	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Actuary"	means a Fellow of the Institute and Faculty of Actuaries;
"Additional Insurances"	means insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (<i>Insurance Requirements</i>);
"Administration"	means a rescue mechanism under the Insolvency Act 1986 where a company may be rescued or reorganised or its assets realised under the protection of a statutory moratorium. The company is put into administration and an administrator is appointed;
"Administrator"	means an insolvency practitioner who is appointed to manage a company's affairs, business and property in an Administration;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (or the LGPS Admission Agreement, as the context requires;
"Affected Party"	means the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	means 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;
"Agent(s)"	means the individual(s) delivering the TCR Service;
"AI"	means artificial intelligence;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Framework Schedule 3;
"Annex"	means extra information which supports a Schedule;

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"Annual Contract Report"	means the annual contract report to be provided by the Supplier to the Buyer pursuant to Paragraph 1 (<i>Provision of the Financial Reports</i>) of Part B (<i>Financial Reports</i>) of Annex 2 (<i>Financial Reports and Audit Rights</i>) of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Annual Revenue"	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology: <ul style="list-style-type: none">a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12-month period; andb) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date.
"Applicable Financial Indicators"	means the financial indicators from Paragraph 5.1 of Joint Schedule 7 which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of Joint Schedule 7;
"Apprentices"	means apprenticeships as described and/or otherwise referred to through Procurement Guidance for DWP Contractors;
"Appropriate Authority" or "Appropriate Authorities"	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
"Approval"	means the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Assistive Technologies"	means describes products or systems that support and assist individuals with disabilities, restricted mobility or other impairments to perform functions that might otherwise be difficult or impossible
"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;

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"Assurance"	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
"Audit"	<p>means the Relevant Authority's right to:</p> <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; ork) verify the accuracy and completeness of any:

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	<ul style="list-style-type: none"> (i) Management Information delivered or required by the Framework Contract; or (ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;
"Audit Agents"	<p>means:</p> <ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Auditor"	<p>means:</p> <ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	means CCS and each Buyer;
"Authority Cause"	means any breach of the obligations of the Relevant Authority (including the Buyer Dependencies) 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;
"Available Hour(s)"	means those hours during which Agents are available to engage in providing the TCR Service (including participating in training activities provided by the Buyer in relation to the TCR Service and within the scope of the training activities described in Call-Off Schedule 20 (<i>Call-Off Specification</i>)) in accordance with the Contract which, for the avoidance of doubt, excludes any time

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	spent by Agents undertaking any other activity where the Agents are not actively engaged in providing the TCR Service including breaks, absence, sickness, holiday, meetings concerning delivery and management of the Contract and any training activities unrelated to the TCR Service, process and systems updates, coaching and personal admin.
"Availability Test"	means the activities performed by the Supplier to confirm the availability of any or all components of any relevant IT system as specified by the Buyer;
"BCDR Plan"	has the meaning given to it in Paragraph 1.2 of Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>);
"Benchmarked Rate(s)"	means the relevant rate as set out by the benchmarker through the benchmarking process as set out in Paragraph 3.2 of Call-Off Schedule 16 (<i>Benchmarking</i>);
"Benchmark Review"	means a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	means any Deliverables included within the scope of a Benchmark Review pursuant to Call-Off Schedule 16 (<i>Benchmarking</i>);
"Beneficiary"	means a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Best Value Direction"	means the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Black and Minority Ethnic People"	means black and minority ethnic people as described and/or otherwise referred to through Procurement Guidance for DWP Contractors;
"Board"	means the Supplier's board of directors;
"Board Confirmation"	means written confirmation from the Board in accordance with Paragraph 8 (<i>Board Confirmation</i>) of Joint Schedule 7 (<i>Financial Difficulties</i>);
"Broadly Comparable"	means: a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue

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	by the Government Actuary's Department of a broad comparability certificate; and/or b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and " Broad Comparability " shall be construed accordingly;
"Bribery Act 2010"	means the Bribery Act 2010 and any subordinate legislation made under the Bribery Act 2010 from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
"BS"	means British standards;
"Business Continuity and Disaster Recovery Plans"	means business continuity and disaster recovery plans as set out in Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>);
"Business Continuity Plan"	has the meaning given to it in Paragraph 1.3.2 of Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>);
"Business Continuity Plan Review"	means to have a tested DWP approved Business Continuity Plan and Disaster Recovery plan in place and ensure everyone understands the contingency and escalation process;
"Business Review Meeting"	means the meeting as set out in Paragraph 3.4 of Part A of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Buyer"	means the relevant public sector purchaser identified as such in the Order Form;
"Buyer Cause"	has the same meaning as Authority Cause;
"Buyer Assets"	means 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"	means the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Data"	means:

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	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Buyer; and/or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>b) any Personal Data for which the Buyer is the Data Controller;</p>
"Buyer Dependencies"	means the Buyer dependencies as set out in Annex 1 (<i>Outline Implementation Plan</i>) to Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>) in relation to Implementation and Call-Off Schedule 20 (<i>Call-Off Specification</i>) in relation to Operational Services;
"Buyer Operational Change"	<p>means any change in the Buyer System (including tooling) and/or any Buyer's operational processes and/or procedures (including any such change relating to the TCR Services) which in all respects, when implemented:</p> <p>(a) will not will not result in any material additional Costs to the Supplier which would adversely impact the Supplier Anticipated Profit Margin;</p> <p>(b) will not materially increase the Supplier's risks in providing the Services in accordance with the requirements of the Contract;</p> <p>(c) will not adversely affect the interfaces or interoperability of the Buyer Systems with any of the Supplier Systems; and</p> <p>(d) will not require a Variation to this Contract;</p>
"Buyer Personnel"	means all persons employed by the Buyer including directors, officers, employees together with the Buyer's servants, agents, consultants, contractors and suppliers but excluding the Supplier and any Subcontractor (as applicable);
"Buyer Premises"	means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	means the property, other than real property and IPR, including the Buyer System, any equipment issued or

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	made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Requirements"	means the Requirements of the Buyer set out in Schedules: Call-Off Schedule 20 (<i>Call-Off Specification</i>), Call-Off Schedule 14 (<i>Service Levels</i>), Call-Off Schedule 25 (<i>DWP Additional Contractual Requirements</i>), Call-Off Schedule 9 (<i>Security</i>), Joint Schedule 3 (<i>Insurance Requirements</i>), Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>), Call-Off Schedule 15 (<i>Call-Off Contract Management</i>), Call-Off Schedule 10 (<i>Exit Management</i>) and Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>);
"Buyer's Security Requirements"	means the requirements as defined in Paragraph 1 of Call-Off Schedule 9 (<i>Security</i>);
"Buyer Service Recipients"	means the employees and staff of the Secretary of State for Work and Pensions acting as part of the Crown through his/her representatives in the Department for Work and Pensions;
"Buyer Software"	means 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(s)"	means the Buyer's computing environment(s) (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(s) or which is necessary for the Buyer to receive the Deliverables;
"Buyer Third Parties"	means any third party supplier providing deliverables to the Buyer;
"Buyer Variation Manager"	means the person appointed to that position by the Buyer from time to time and notified in writing to the Supplier or, if no person is notified, the Buyer Representative;
"Cabinet Office Markets and Suppliers Team"	means the UK (United Kingdom) Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

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"Cabinet Office Contract Tiering Tool"	means the tool made available to all public sector bodies which analyses and allocates contracts into tiers based on, amongst other things, the critical nature of the services and potential impact of service failure;
"Call-Off Contract"	means 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/or referred to in the Order Form;
"Call-Off Contract Period"	means the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	means the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Guarantor"	means the guarantor who will guarantee the Supplier's performance by entering into a guarantee in favour of the Buyer in the form as set out in Joint Schedule 8 (<i>Guarantee</i>);
"Call-Off Incorporated Terms"	means the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	means the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	means such maximum period or periods beyond the Call-Off Initial Period by which the Contract Period may be extended as specified in the Order Form;
"Call-Off Procedure"	means the process for awarding a Call-Off Contract pursuant to Clause 2 (<i>How the contract works</i>) of the Framework Contract and Framework Schedule 7 (<i>Call-Off Award Procedure</i>);
"Call-Off Special Schedules"	means any additional schedules specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Special Terms"	means any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Specification"	means the specification set out in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Call-Off Start Date"	means the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	means 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 (<i>Call-Off Tender</i>);

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"CCS"	means 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"	means the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Central Government Body"	means 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: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Certificate of Costs"	means a certificate of costs signed by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant certificate) and substantially in the format set out in Annex 3 of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Change in Law"	means 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"	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	means the charges (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out and calculated in accordance with the Order Form and Call-Off Schedule 5 (<i>Pricing Details</i>) (including the Service Charges), for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"CHECK"	means the scheme for authorised penetration tests which scheme is managed by the NCSC;

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"Claim"	means any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Claimant"	means any party making a Claim;
"Class 1 Transaction"	has the meaning set out in the listing rules issued by the Financial Conduct Authority's primary market functions;
"Cloud"	means an off-premise network of remote IT servers on the Internet to store, process, manage and transmit data;
"Collaborative Working Principles"	means the principles set out in Clause 3.1.3;
"Commercial Board"	means the meeting as set out in Paragraph 3.3 to Part A (<i>Contract Boards and Meetings</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);
"Commercial Off-the-shelf (COTS)"	means commercially available, non-customised packaged software products which may be owned and licensed either by the Supplier or a third party subject to standard licence terms and which may be adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions;
"Commercially Sensitive Information"	means 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 Deliverables"	means deliverables that are identical or materially similar to the Benchmarked 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;
"Comparable Rates"	means the Charges for Comparable Deliverables;
"Comparable Supply"	means the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;

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"Comparison Group"	means 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;
"Competent Trainers"	means Supplier Staff that can deliver the Training as set out in Paragraph 5 of Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Compliance Officer"	means the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Component"	means any constituent parts of the Deliverables;
"Comptroller and Auditor General"	means the government official responsible for, amongst other things, supervising the quality of public accounting and financial reporting;
"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"	means 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;
"Continuous Improvement"	means an ongoing effort to improve products, services, or processes;
"Contract"	means either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Amendment Report"	means the contract amendment report to be provided by the Supplier to the Buyer pursuant to Paragraph 1 (<i>Provision of the Financial Reports</i>) of Part B (<i>Financial Reports</i>) of Annex 2 (<i>Financial Reports and Audit Rights</i>) of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Contract Inception Report"	means the initial financial model in a form agreed by the Supplier and the Buyer in writing on or before the Effective Date;

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"Contract Management"	means the process that ensures the Supplier adheres to its agreed contractual obligations along with negotiating any future changes that need to take place in accordance with the agreed procedures in the Contract;
"Contract Notice"	means the contract notice published by the Buyer on the Government Find A Tender Service (at https://www.find-tender.service.gov.uk/Search)
"Contract Period"	means the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	means 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"	means a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Contracts Finder"	means the Government's publishing portal for public sector procurement opportunities;
"Control"	means control in either of the senses as defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	means CCS' terms and conditions for common Goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Corporate Change Event"	means: a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent

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	<p>Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</p> <p>e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</p> <p>f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the net asset value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12-month period;</p> <p>g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p>
"Corporate Social Responsibility"	means the Corporate Social Responsibility Requirements as set out in Paragraph 12 (<i>Corporate Social Responsibility</i>) of Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"COSoP"	means Cabinet Office Statement of Practice;
"Costs"	<p>means 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>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <p>i) base salary paid to the Supplier Staff;</p>

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	<ul style="list-style-type: none">ii) employer's National Insurance contributions;iii) Employer Pension Contributions;iv) car allowances;v) any other contractual employment benefits;vi) staff training;vii) work place accommodation;viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); andix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding:</p> <p>e) Overhead;</p> <ul style="list-style-type: none">i) financing or similar costs;ii) 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;iii) taxation;iv) fines and penalties;v) amounts payable under Call-Off Schedule 16 (<i>Benchmarking</i>) where such Schedule is used; and
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	vi) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Counter Notice"	has the meaning given in Paragraph 7.2 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Critical National Infrastructure"	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: <ul style="list-style-type: none"> a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or b) significant impact on the national security, national defence, or the functioning of the UK;
"Credit Rating Threshold"	means the minimum credit rating for each entity in the Financial Distress Event Group as set out in Appendix 2 (<i>Credit Ratings & Credit Rating Thresholds</i>) of Joint Schedule 7 (<i>Financial Difficulties</i>);
"Critical Service Contract"	means a Service Contract which the Buyer has categorised as a Gold Contract or which the Buyer otherwise considers should be classed as a Critical Service Contract;
"Critical Service Level Failure"	means a Service Level Failure where: <ul style="list-style-type: none"> i. such Service Level Failure continues for a consecutive period of twelve (12) weeks; or ii. in respect of a rolling period of twelve (12) consecutive weeks: <ul style="list-style-type: none"> a. such Service Level Failure occurs in any three (3) consecutive Service Periods and is not rectified in the following fourth Service Period; or b. such Service Level Failure occurs three (3) or more times.
"CRM"	means Customer Relationship Management;
"Crown"	means the Government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government

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	ministers, government departments, government and particular bodies, and government agencies;
"CRP Information"	means, together, the: a) Group Structure Information and Resolution Commentary; and b) UK Public Sector and CNI Contract Information;
"CRTPA"	means the Contract Rights of Third Parties Act 1999;
"CSPS"	means the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health benefits arrangements and (ii) death benefits arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
"CSPS Admission Agreement"	means an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	means any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
"CSPS Fair Deal Employee"	means a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
"Cyber Essentials Plus"	means the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC;
"Cyber Security Information Sharing Partnership" or "CiSP"	means the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC;

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"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	Means (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; and (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	means in respect of the indemnity provided to CCS the amount specified in the Framework Award Form, and in respect of the indemnity provided to the Buyer seventeen million pounds sterling (£17,000,000);
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Services"	means third party services that help to manage data for clients;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	means 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;
"DBS"	means the Disclosure and Barring Service;
"Deductions"	means 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"	means 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 (<i>Management Charges and Information</i>);
"Defect"	means any of the following: a) any error, damage or defect in the manufacturing of a Deliverable;

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	<p>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results;</p> <p>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call-Off Contract; and/or</p> <p>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (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;</p>
"Delay"	<p>means:</p> <p>a) a delay in the Achievement of a Milestone by its Milestone Date; or</p> <p>b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;</p>
"Delay Payments"	<p>means the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in Achieving a Key Milestone as specified in the Implementation Plan;</p>
"Delay Period Limit"	<p>means the respective periods of days, for each of the Milestone Dates referred to in Call-Off Schedule 13 (Implementation Plan and Testing) Annex 1 (Outline Implementation Plan) at the bottom of the table.</p>
"Deliverables"	<p>means Goods and/or Services that may be ordered under the Contract including the TCR Services and Documentation;</p>
"Deliverable Item"	<p>means 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;</p>
"Delivery"	<p>means 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 (<i>Implementation Plan and Testing</i>) is</p>

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	used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Detailed Implementation Plan"	has the meaning given in Paragraph 3.6 of Part A (<i>Implementation</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Draft Detailed Implementation Plan"	means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Part A (<i>Implementation</i>) Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Direction Letter/ Determination"	means an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;
"Disability Confident Employer"	means the disability confident employer scheme available at https://www.gov.uk/government/collections/disability-confident-campaign which may be amended from time to time;
"Disability Confident Scheme"	means the disability confident scheme (previously named the Guaranteed Interview Scheme) available at https://www.gov.uk/government/publications/guaranteed-interview-scheme which may be amended from time to time;
"Disabled People"	means disabled people as described and/or otherwise referred to through Procurement Guidance for DWP Contractors;

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"Disaster"	means 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"	means the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disclosing Party"	means the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (<i>What you must keep confidential</i>);
"Dispute"	means 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 Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Clause 36 (<i>Resolving disputes</i>) and Annex B of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Documentation"	<p>means 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> <ul style="list-style-type: none">a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverablesb) is required by the Supplier in order to provide the Deliverables; and/or

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	c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	means 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"	means the Data Protection Act 2018;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"DWP CMT"	means the Department for Work and Pensions Contract Management Team;
"DWP Offshoring Policy"	means the Buyer's policy and procedures in relation to hosting or accessing the Buyer's IT Environment or official information outside of the UK including Landed Resources as advised to the Supplier by the Buyer from time to time;
"Effective Date"	means the Call-Off Start Date, of this Call-Off Contract, as stated in the Order Form;
"EIR"	means the Environmental Information Regulations 2004;
"Electronic Invoice"	means 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;
"Employee Liability"	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

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	<ul style="list-style-type: none"> b) unfair, wrongful, or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions; f) employment claims whether in tort, contract, or statute or otherwise; g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Employment Experience"	means employment experience as described and/or otherwise referred to through Procurement Guidance for DWP Contractors;
"Employment Regulations"	means 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;
"The Employer Pension Contributions"	<p>means:</p> <ul style="list-style-type: none"> a) in respect of CSPS Eligible Employees those sums set out at Clauses 7.1.1 (annual administration charges covering core services), 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension Account) of the Admission Agreement; b) in respect of NHSPS Eligible Employees, the standard employer contribution rate applicable to NHS Pension Scheme employers during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the NHS Pension Scheme or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Authority);

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	<p>c) in respect of LGPS Eligible Employees the standard employer contribution rate applicable to LGPS Eligible Employees during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS or in respect of any Beckmann liabilities, unless otherwise agreed in writing by the Authority); and</p> <p>such other employer pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute 'Employer Pension Contributions';</p>
"Emergency Maintenance"	means 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;
"End Date"	<p>means the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 11.1.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Entry Level Agent"	means an Agent meeting the relevant Lot 1 role definitions described in Annex B (<i>Pricing Definitions</i>) of Framework Schedule 1 (<i>Specification</i>);
"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"	means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Equivalent Data"	means data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"ERP"	means enterprise resource planning as set out in Paragraph 9.4.1.2 of Call-Off Schedule 20 (<i>Call-Off Specification</i>);

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"Estimated Year 1 Charges"	means the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 12.2: a) in the first Contract Year, the Estimated Year 1 Charges; or b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exclusive Assets"	means Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exempt Buyer"	means a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); c) the Remedies Directive (2007/66/EC); d) Directive 2014/23/EU of the European Parliament and Council; e) Directive 2014/24/EU of the European Parliament and Council; f) Directive 2014/25/EU of the European Parliament and Council; or g) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-Off Contract"	means 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;
"Existing IPR"	means any and all IPR that are owned by or licensed to either Party and which are or have been developed

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	independently of the Contract (whether prior to the Start Date or otherwise);
"Existing Service"	means a service that is already being provided either in-house or outsourced;
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of Call-Off Schedule 10 (<i>Exit Management</i>);
"Exit Manager"	means the person appointed by each Party to manage their respective obligations under Call-Off Schedule 10 (<i>Exit Management</i>);
"Exit Plan"	means the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of Call-Off Schedule 10 (<i>Exit Management</i>);
"Expedited Dispute Timetable"	means the reduced timetable for the resolution of Disputes set out in Annex B, Paragraph 3 of Schedule 15 (<i>Call-Off Contract Management</i>);
"Expert"	means in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>) to act as an expert in relation to that Dispute;
"Expert Determination"	means determination by an Expert in accordance with Paragraph 6 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Expiry Date"	means the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	means the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Ex-Offenders"	means ex-offenders as described and/or otherwise referred to through Procurement Guidance for DWP Contractors;
"Fair Deal Eligible Employees"	means each of the CSPA Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of Part D of Call-Off Schedule 2 (<i>Staff Transfer</i>);

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"Fair Deal Employees"	means any of: a) Transferring Buyer Employees; b) Transferring Former Supplier Employees; c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C of Call-Off Schedule 2 (<i>Staff Transfer</i>); d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor), who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D of Call-Off Schedule 2 (<i>Staff Transfer</i>) as notified by the Buyer;
"Fast-track Variation"	means any Variation which the Parties agree to expedite in accordance with Paragraph 8 (<i>Fast-Track Variations</i>) of Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>);
"Financial Distress Event Group"	means the Supplier and the Monitored Suppliers;
"Final Reconciliation Report"	means the final reconciliation report to be provided by the Supplier to the Buyer pursuant to Paragraph 1 (<i>Provision of the Financial Reports</i>) of Part B (<i>Financial Reports</i>) of Annex 2 (<i>Financial Reports and Audit Rights</i>) of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Financial Distress Event"	means: a) the credit rating of the Supplier, any Guarantor or any Key Subcontractor drops below Credit Rating Threshold of the relevant Rating Agency; b) the Supplier, any Guarantor or any Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected

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	<p>fraud or any other impropriety of the Supplier, any Guarantor or any Key Subcontractor;</p> <p>d) the Supplier, any Guarantor or any Key Subcontractor commits a material breach of covenant to its lenders;</p> <p>e) a Key Subcontractor notifies the Relevant Authority that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;</p> <p>f) any of the following in respect of the Supplier, any Guarantor or any Key Subcontractor: (i) commencement of any litigation with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; ii) non-payment of any financial indebtedness; iii) any financial indebtedness becoming due as a result of an event of default; iv) the cancellation or suspension of any financial indebtedness or v) an external auditor expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that entity, in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract; and/or</p> <p>g) any of the events set out in paragraph 3.1 of Joint Schedule 7 (<i>Financial Difficulties</i>);</p>
"Financial Distress Remediation Plan"	means a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;
"Financial Indicators"	means in respect of the Supplier, Key Sub-contractors, and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of Joint Schedule 7 (<i>Financial Difficulties</i>) and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Model"	means the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Buyer in accordance with Paragraph 2 (<i>Financial Model</i>) of Part B (<i>Financial Reports</i>) of Annex 2 (<i>Financial Reports and Financial Audit Rights</i>) of Call-Off Schedule 5 (<i>Pricing Details</i>);

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"Financial Performance Statement Review"	means to determine Supplier's annual profit margin for the contract, and to check whether profit share tolerance is in excess of agreed profit level;
"Financial Reports"	<p>means a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; b) provides a true and fair reflection of the costs and expenses to be incurred by Key subcontractors (as requested by the Buyer); c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and d) is certified by the Supplier's Chief Financial Officer or Director of Finance, <p>and shall include:</p> <ul style="list-style-type: none"> e) the Contract Inception Report; and f) those reports set out in the table at Paragraph 1.1 of Part B (<i>Financial Reports</i>) of Annex 2 (<i>Financial Reports and Financial Audit Rights</i>) of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Financial Representative"	means a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of Joint Schedule 7 (<i>Financial Difficulties</i>);
"Financial Transparency Objectives"	<p>means:</p> <ul style="list-style-type: none"> a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier; b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; c) the Parties being able to understand the quantitative impact of any Variations that affect

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	<p>ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</p> <p>d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;</p>
"FOIA"	means 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>means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <p>a) riots, civil commotion, war or armed conflict;</p> <p>b) acts of terrorism;</p> <p>c) acts of government, local government or regulatory bodies;</p> <p>d) fire, flood, storm or earthquake or other natural disaster,</p> <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"	means 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"	means framework RM6181 as established by CCS;
"Framework Award Form"	means 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"	means the framework agreement established between CCS and the Supplier in accordance with Regulation 33

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

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	by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	means the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	means the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	means the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	means such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	means the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (<i>Framework Prices</i>);
"Framework Special Terms"	means any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	means the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	means the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (<i>Framework Tender</i>);
"Fraud"	means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown;
"FTE" or "FTE Agent"	means an Agent providing Available Hours;
"FTE Instruction Meeting"	means the meeting as set out in Paragraph 3.5 of Part A (<i>Contract Boards and Meetings</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);
"Fund Actuary"	means the actuary to a Fund appointed by the Administering Buyer of that Fund;
"Further Competition Procedure"	means the further competition procedure described in Framework Schedule 7 (<i>Call-Off Award Procedure</i>);
"UK GDPR"	means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);

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Project Version: v1.0

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"General Anti-Abuse Rule"	means: a) the Legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Gold Contract"	means a Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;
"Goods"	means goods made available by the Supplier as specified in Framework Schedule 1 (<i>Specification</i>) and in relation to a Call-Off Contract where specified in the Order Form;
"Good Industry Practice"	means 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;
"Good Security Practice"	means: a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology); b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

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"Good Value"	means that the Benchmarked Rates are within the Upper Quartile;
"Government"	means 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"	means 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: a) are supplied to the Supplier by or on behalf of the Authority; or b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 of Part B and Appendix 1 to Part B of Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>);
"Guarantee"	means a deed of guarantee from the Guarantor in favour of a Buyer in the form set out in Annex 1 to Joint Schedule 8 (<i>Guarantee</i>);
"Guarantor"	means the person (if any) upon which the Supplier relied in order to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Contract and/or who has entered into a guarantee in the form set out in Joint Schedule 8 (<i>Guarantee</i>) in relation to this Contract;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"HM Government"	means His Majesty's Government;
"HMRC"	means His Majesty's Revenue and Customs;
"Hybrid Fixed and Variable Costs"	means the hybrid and fixed variable costs as defined in Part A Paragraph 3.1 of Call-Off Schedule 5 (<i>Pricing Details</i>);
"ICT Environment" or "IT Environment"	means the Buyer System(s) and the Supplier System(s);

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"ICT Policy"	means 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"	means an assessment of the impact of a Variation Form by the Relevant Authority completed in good faith in the form as set out in Annex 2 of Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>), including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Impact Assessment Estimate"	has the meaning given in Paragraph 4.3 of Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>);
"Implementation Board"	has the meaning given to it in Paragraph 5.2.1 of Part A (<i>Implementation</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Implementation Meeting(s)"	has the meaning given in Paragraph 5.2.2 of Part A (<i>Implementation</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Implementation Period"	has the meaning given to it in Paragraph 10.1 of Part A (<i>Implementation</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Implementation Plan"	means the plan for provision of the Deliverables initially set out in Annex 1 (<i>Outline Implementation Plan</i>) of Part A (<i>Implementation</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>) comprising the Outline Implementation Plan, as replaced by the

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	Detailed Implementation Plan (once agreed with the Buyer);
"Incumbent Supplier"	means the Supplier already engaged by the customer to provide the Services which are to be provided by the Supplier on the commencement of the contract for Services;
"Indemnifier"	means a Party from whom an indemnity is sought under this Contract;
"Independent Control"	means 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"	means the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and/or Paragraph 4 (<i>Indexation</i>) of Part C (<i>Adjustments to the Charges and Risk Register</i>) to Call-Off Schedule 5 (<i>Pricing Details</i>);
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	means 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;
"Information Security"	means: <ul style="list-style-type: none"> a) the protection and preservation of: <ul style="list-style-type: none"> i) the confidentiality, integrity and availability of any Buyer Assets, the Buyer's IT Environment (or any part thereof) and the Supplier's IT Environment (or any part thereof); ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and b) compliance with all Law applicable to the processing, transmission, storage and disposal of Buyer Assets;
"Information Security Manager"	means the person appointed by the Supplier with the appropriate experience, authority and expertise to ensure that the Supplier complies with the Buyer's Security Requirements;

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"Information Security Management System ("ISMS")"	means the set of policies, processes and systems designed, implemented and maintained by the Supplier to manage Information Security Risk as certified by ISO/IEC 27001;
"Information Security Questionnaire"	means the Buyer's set of questions used to audit and on an ongoing basis assure the Supplier's compliance with the Buyer's Security Requirements;
"Information Security Risk"	means any risk that might adversely affect Information Security including, but not limited to, a breach of security;
"Initial Period"	means the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Innovation and Continuous Improvement Forum"	means the forum for the Parties to discuss Continuous Improvements as described in Paragraph 4 (<i>Other related meetings – strategic supplier relationship</i>) Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Insolvency Event"	<p>with respect to any person, means:</p> <ul style="list-style-type: none">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:<ul style="list-style-type: none">(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(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;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;

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	<ul style="list-style-type: none">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;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;e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;f) where that person is a company, a LLP or a partnership:<ul style="list-style-type: none">(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;(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;(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(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; org) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
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"Intellectual Property Right" or "IPR"	<p>means:</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Intermediate Level Agent"	means an Agent meeting the relevant Lot 1 role definitions described in Annex B (<i>Pricing Definitions</i>) of Framework Schedule 1 (<i>Specification</i>);
"Invoicing Address"	means the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IR35"	means the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"ISAE 3402"	means the International Standard on Assurance Engagements No. 3402 (ISAE) as most recently published by the International Auditing and Assurance Standards Board or its successor entity ("IAASB") or the relevant successor or replacement standard which is formally recommended by the IAASB;
"ISO"	means the International Organization for Standardization;
"ISO/IEC27001, ISO/IEC27002 and ISO 22301"	<p>means:</p> <ul style="list-style-type: none"> a) ISO/IEC 27001; b) ISO/IEC 27002/IEC; and c) ISO 22301, <p>in each case as most recently published by the International Organization for Standardization or its successor entity or the relevant successor or replacement information security standard which is formally recommended by the ISO;</p>

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Model Version: v1.0

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"IT"	means information and communications technology;
"ITIL Software Scheme"	means the information technology infrastructure library;
"ITIL Framework"	means the information technology infrastructure library (ITIL) which is a set of detailed practices for IT service management that focuses on aligning IT services with the needs of business;
"Joint Controller Agreement"	means 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"	means where two or more Controllers jointly determine the purposes and means of Processing;
"Key Indicator"	has the meaning given to it in Annex 1 to Part A of Call-Off Schedule 14 (<i>Service Levels</i>);
"Key Milestone"	means those Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with Paragraph 6 of Part C (<i>Adjustment to the Charges and Risk Register</i>) if the Supplier fails to Achieve the Milestone by the relevant Milestone Date;
"Key Personnel"	means the individuals (if any) identified as such in the Order Form;
"Key Staff"	means the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	means each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	means any Subcontractor: <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, 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"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything

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	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;
"Landed Resources"	means when the Supplier or its Subcontractor causes foreign nationals to be brought to the United Kingdom, to provide the Services;
"Law"	means 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;
"Leader (s) network Meeting"	means the meeting as set out in Paragraph 3.5 of Part A (<i>Contract Boards and Meetings</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);
"LGPS"	means the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	means an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
"LGPS Admission Body"	means an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
"LGPS Eligible Employees"	means any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
"LGPS Fair Deal Employees"	means any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction;
"LGPS Regulations"	means the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS;

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"Letter of Intent to Guarantee"	means 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 Joint Schedule 8 (<i>Guarantee</i>);
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call-Off Contract, including any COTS Software;
"Liquidation"	means the appointment of a liquidator who collects in and distributes the company's assets and dissolves the company. The company can also be put into provisional liquidation before a final winding up order is granted;
"Losses"	means 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"	means the number of lots specified in Framework Schedule 1 (<i>Specification</i>), if applicable;
"Maintenance Schedule"	has the meaning given to it in Paragraph 8 of Call-Off Schedule 6 (<i>ICT Services</i>);
"Malicious Software"	means 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;
"Management Charge"	means the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (<i>Management Charges and Information</i>);
"Management Information" or "MI"	means the management information specified in Framework Schedule 5 (<i>Management Charges and Information</i>);
"Material Variation"	means a Variation which: a) materially changes the profile of the Charges; or b) varies the total Charges payable during the Contract Period (as forecast in the latest Financial Model) by: (i) 5% or more; or

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	(ii) £1m or more;
"Material Test Issue"	means a Test Issue of Severity Level 1 or Severity Level 2;
"Measurement Period"	means in relation to a Key Indicator, the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
"Mediation Notice"	has the meaning given in Paragraph 4.2 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Mediator"	means the independent third party appointed in accordance with Paragraph 5.2 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>) to mediate a Dispute;
"Meetings"	means the meetings that the Parties shall be required to attend as set out in Call-Off Schedule 15 (<i>Call-Off Contract Management</i>), comprising the Weekly Planning Meeting, Weekly Catch-up Meeting, Leaders Network Meeting, Business Review Meeting, Monthly Operational Meeting, and the Relationship Engagement Meetings, and "Meeting" shall be any one of such Meetings;
"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 (<i>Management Charges and Information</i>);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (<i>Management Charges and Information</i>) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	means an event or task described in the Implementation Plan;

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"Milestone Date"	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	means, where applicable, a payment identified in the Implementation Plan and in Call-Off Schedule 5 (<i>Pricing Details</i>) to be made following the issue of an Achievement Certificate in respect of Achievement of the relevant Milestone;
"Milestone Retention"	has the meaning given in Paragraph 1.3 of Part B of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Minority Owned Businesses"	means in the UK a for profit enterprise of any size which is 51% or more owned, operated, and controlled by an ethnic minority group;
"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.
"Monitored Suppliers"	means those entities specified at Paragraph 5.2 of Joint Schedule 7 (<i>Financial Difficulties</i>);
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"Monthly Fixed Price Service Charge"	shall have the meaning set out in Paragraph 3.2.1 of Part A to Call-Off Schedule 5 (<i>Pricing Details</i>);
"Monthly Operational Meeting"	means the meeting as set out in Paragraph 5 of Part A (<i>Contract Boards and Meetings</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);
"Multi-Party Dispute"	means a Dispute which involves the Parties and one or more Related Third Parties;
"Multi-Party Dispute Representatives"	has the meaning given in Paragraph 9.6 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Multi-Party Dispute Resolution Board"	has the meaning given in Paragraph 9.6 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Paragraph 9.1 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);

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"Multi-Party Procedure Initiation Notice"	has the meaning given in Paragraph 9.2 of Annex B (<i>Dispute Resolution Procedure</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);
"National Apprenticeship Service"	means the apprenticeship policies available at https://www.apprenticeships.gov.uk/employers and https://www.gov.uk/apply-apprenticeship which may change from time to time;
"National Insurance"	means 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);
"National Wages"	means the national minimum wage and national living wage as prescribed by the National Minimum Wage Act 1998 and the National Minimum Wage (Amendment) Regulation 2021 in force and as updated and amended from time to time;
"NCSC"	means the National Cyber Security Centre or its successor entity (where applicable);
"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);
"New Fair Deal"	means the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including: <ul style="list-style-type: none">a) any amendments to that document immediately prior to the Relevant Transfer Date; andb) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of Call-Off Schedule 2 (<i>Staff Transfer</i>) as notified to the Supplier by the Buyer;
"New IPR"	means: <ul style="list-style-type: none">a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/orb) 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;

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	but shall not include the Supplier's Existing IPR;
"New Release"	means 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;
"New Service"	means a service that prior to engagement does not exist in its required form;
"NHSPS"	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
"NHS Broadly Comparable Employees"	<p>means each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none">a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; orb) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), <p>but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS;</p>
"NHSPS Eligible Employees"	means any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to

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	participate in the NHSPS under a Direction Letter/Determination Letter;
"NHSPS Fair Deal Employees"	<p>means other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none">a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; orb) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), <p>and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).</p> <p>For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/ Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;</p>
"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	means NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

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"NHS Pension Scheme Regulations"	means as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	means rights to which any NHS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Non-Exclusive Assets"	means those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Notifiable Default"	shall have the meaning given in Paragraph 1 (<i>Rectification Plan Process</i>) of Joint Schedule 10 (<i>Rectification Plan</i>);
"Object Code"	means software and/or data in machine-readable, compiled object code form;
"Occasion of Tax Non-Compliance"	means where: <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 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

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	<p>or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Off-Shore"	means Services delivered from outside the United Kingdom;
"Old Fair Deal"	means HM Treasury Guidance " <i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i> " issued in June 1999 including the supplementary guidance " <i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i> " issued in June 2004;
"Onerous Contract"	means a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37;
"Onerous Contract Report"	means a report provided by the Supplier pursuant to Paragraph 3 of Part A of Annex 2 to Call-Off Schedule 5 (<i>Pricing Details</i>);
"Open Book Data"	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) 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;</p>

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	<ul style="list-style-type: none"> iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) 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;
"Open Source Software"	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Operational Change"	means (as appropriate) either a Buyer Operational Change or a Supplier Operational Change;
"Operational Change Control Procedure"	means the procedure set out in Paragraph 9 of Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>);
"Operational Performance Statement Review"	means to review the Suppliers annual contract performance against the service levels/measures and contractual obligations;

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"Operational Services"	means the description of the Services to be provided by the Supplier for the delivery of TCR Services as described in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Optional Services"	means the services described as such in Paragraph 15.1 of Call-Off Schedule 20 (<i>Call-Off Specification</i>) which are to be provided by the Supplier if required by the Buyer in accordance with Paragraph 15 (<i>Optional Services</i>) Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	means a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	means the template in Framework Schedule 6 (<i>Order Form Template and Call-Off Schedules</i>);
"Other Contracting Authority"	means any actual or potential Buyer under the Framework Contract;
"Outline Implementation Plan"	means the draft implementation plan provided by the Supplier as part of their Call-Off Tender and as set out in Annex 1 to Part A of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Overhead"	means 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" or the day cost set out in Table 3 of Annex 1 of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Overpayments"	means payment in excess of what is due;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Partial Termination"	means the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 11.4 (<i>When CCS or the Buyer can end this contract</i>) or 11.5 (<i>When the Supplier can end the contract</i>);

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"Party"	means 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;
"PCI DSS"	means the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the "PCI");
"Performance Indicators" or "PIs"	means the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (<i>Framework Management</i>);
"Performance Monitoring Reports"	means the performance monitoring reports as set out in Part B, Paragraph 1.2 of the Call-Off Schedule 14 (<i>Service Levels</i>);
"Penetration Test"	means a simulated attack on any Buyer Assets, the Buyer's IT Environment (or any part thereof) or the Supplier's IT Environment (or any part thereof);
"Pension Benefits"	means any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme;
"Permitted Maintenance"	has the meaning given to it in Paragraph 8.2 of Call-Off Schedule 6 (<i>ICT Services</i>);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	means 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;
"Premises and Infrastructure"	means the premises and infrastructure Requirements as set out in Paragraph 4 of Call-Off Schedule 20 (<i>Call-Off Specification</i>) which are to be read in the context of all related Requirements in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Prescribed Person"	means 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-

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	<u>the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;</u>
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Processor Personnel"	means 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 Report"	means a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	means 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>means:</p> <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; 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 c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or 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;
"Prohibited Items"	means those items which are not permissible under this Contract as set out at Table A of Annex 4 of Call-Off

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	Schedule 25 (<i>DWP Additional Contractual Requirements</i>);
"Project Manager"	means the manager appointed in accordance with Paragraph 3.1 of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Protective Measures"	means 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 (<i>Cyber Essentials Scheme</i>), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (<i>Security</i>), if applicable, in the case of a Call-Off Contract;
"Public Sector Dependent Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Quality Plans"	has the meaning given to it in Paragraph 6.1 of Call-Off Schedule 6 (<i>ICT Services</i>);
"Quarterly Contract Report"	means the quarterly contract report to be provided by the Supplier to the Buyer pursuant to Paragraph 1 (<i>Provision of the Financial Reports</i>) of Part B (<i>Financial Reports</i>) of Annex 2 (<i>Financial Reports and Audit Rights</i>) of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Rating Agency"	means the rating agencies listed in Annex 1 of Joint Schedule 7 (<i>Financial Difficulties</i>);
"Recall"	means 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;
"Receiving Party"	means the Party which receives a proposed Variation;
"Recipient Party"	means the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	means the Supplier's plan (or revised plan) to address the impact of, and prevent the reoccurrence of, a Notifiable Default using the template in Joint Schedule 10 (<i>Rectification Plan</i>) which shall include:

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	<ul style="list-style-type: none">a) full details of the Default that has occurred, including a root cause analysis;b) the actual or anticipated effect of the Default; andc) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Failure"	<p>means:</p> <ul style="list-style-type: none">a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Buyer within the timescales specified in Paragraph 3 (Submission of the draft Rectification Plan) of Joint Schedule 10 (<i>Rectification Plan</i>) or Paragraph 4 (<i>Agreement of the Rectification Plan</i>) of Joint Schedule 10 (<i>Rectification Plan</i>);b) the Buyer, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Paragraph 4 (<i>Agreement of the Rectification Plan</i>) of Joint Schedule 10 (<i>Rectification Plan</i>);c) the Supplier failing to rectify a material Default within the later of:<ul style="list-style-type: none">(i) 30 Working Days of a notification made pursuant to Paragraph 2 (<i>Notification</i>) of Joint Schedule 10 (<i>Rectification Plan</i>);(ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;d) any Service Level Failure re-occurring in respect of the same Key Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Service Level Failure occurred;e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Period Limit; and/orf) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same

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	(or substantially the same) root cause as that of the original Notifiable Default;
"Rectification Plan Process"	means the process set out in Joint Schedule 10 (<i>Rectification Plan</i>);
"Registers"	means the register and configuration database referred to in Paragraph 2.2 of Call-Off Schedule 10 (<i>Exit Management</i>);
"Regulations"	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	means the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <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;
"Related Supplier"	means any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Related Third Party"	means a party to: <ul style="list-style-type: none"> a) another contract with the Buyer or the Supplier which is relevant to this Contract; or b) a Sub-contract;
"Relationship Engagement Meeting"	means the meeting as set out in Paragraph 4 of Part A (<i>Contract Boards and Meetings</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);
"Relevant Authority"	means the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Requirements"	means 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;

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Model Version: v1.0

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"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D of Call-Off Schedule 2 (<i>Staff Transfer</i>) and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Reminder Notice"	means a notice sent in accordance with Clause 11.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	means 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 Goods"	means 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"	means 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;
"Replacement Subcontractor"	means 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"	means 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;
"Representative"	means the initial persons appointed by the Buyer and Supplier to the Meetings as in accordance with Paragraph 2.2 of Part A (<i>Contract Boards and</i>

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	<i>Meetings</i>) of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>) and any replacements from time to time agreed by the Parties;
"Request For Information"	means 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;
"Request For An Operational Change Form" or "RFOC"	means the form set out at Annex 3 in Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>);
"Required Insurances"	means the insurances required by Joint Schedule 3 (<i>Insurance Requirements</i>) or any additional insurances specified in the Order Form;
"Requirement(s)"	means the Statement of Requirements set out in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Review Report"	has the meaning given to it in Paragraph 6.3 of Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>);
"Risk Profile"	means a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable;
"Risk Register"	means the register of risks and contingencies that have been factored into any Costs due under this Contract, a copy of which is set out in Annex C of Call-Off Schedule 15 (<i>Call-Off Contract Management</i>);
"Security Management Plan"	means the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (<i>Security</i>) (if applicable);
"Security Policy"	means 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;
"Security Policies and Standards"	means the security policies and standards as set out in Annex A and Annex B of Call-Off Schedule 9 (<i>Security</i>);
"Security Test"	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (<i>Self Audit Certificate</i>);
"Serious Fraud Office"	means the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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"Service Commencement Date"	means the date from which the delivery of Services shall commence which shall occur immediately upon the Achievement of the later to occur of: (a) Milestone M2 (<i>Build and Test of the Supplier System Complete</i>); or (b) Milestone M3 (<i>Initial Operating Capability</i>) as set out in the Outline Implementation Plan set out in Annex 1 to Part A (<i>Implementation</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>) and the date from which the Initial Period will commence;
"Service Charges"	means the service charges as defined in Part A Paragraph 3 of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Service Credit Cap"	has the meaning given in the Order Form;
"Service Credits"	means the sums payable in respect of the failure by the Contractor to meet one or more Service Levels as set out in Call-Off Schedule 14 (<i>Service Levels</i>);
"Service Delivery"	means the act of delivering a service to customers;
"Service Levels"	means any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call-Off Schedule 14 (<i>Service Levels</i>) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Level Agreement"	means an agreement between the supplier of a service and its customer, which quantifies the minimum Service Levels which meets business needs;
"Service Level Failure"	means a failure to meet the Target Performance Level in respect of a Service Level;
"Service Level Performance Failure"	shall be as set out against the relevant Service Level in Annex A to Part A of Call-Off Schedule 14 (<i>Service Levels</i>);
"Service Level Threshold"	shall be as set out against the relevant Service Level in Annex 1 (<i>Service Levels and Service Credits Table – Targeted Case Review</i>) to Part A (<i>Service Levels and Service Credits</i>) of Call-Off Schedule 14 (<i>Service Levels</i>);
"Service Period"	has the meaning given to it in the Order Form;

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"Services"	means services to be provided by the Supplier as specified in Framework Schedule 1 (<i>Specification</i>) and in relation to a Call-Off Contract as specified in the Order Form and Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Services Description"	means the services description set out in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Service Transfer"	means 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"	means the date of a Service Transfer;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1 of Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Sites"	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any of the Supplier's equipment or any part of the Supplier's systems used in the performance of the Contract; and/or d) in respect of Call-Off Schedule 6 (<i>ICT Services</i>) only, physical interface with the Buyer System takes place;
"Small and Medium-sized Enterprises" or "SME"	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
"Software"	means: a) COTS Software; b) Non-COTS Software; c) Supplier Software; d) Third party software;

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"Software Supporting Materials"	has the meaning given to it in Paragraph 9.1 of Call-Off Schedule 6 (<i>ICT Services</i>);
"Source Code"	means 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"	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Special Terms"	mean 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"	means 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"	means the specification set out in Framework Schedule 1 (<i>Specification</i>), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"SSAE 16"	means the Statement on Standards for Attestation Engagements (SSAE) No. 16 as most recently published by the American Institute of Certified Public Accountants or its successor entity ("AICPA") or the relevant successor or replacement standard which is formally recommended by the AICPA;
"Staff"	means all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under the Contract;
"Staffing Information"	means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably

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	<p>request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none">a) their ages, dates of commencement of employment or engagement, gender, and place of work;b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;c) the identity of the employer or relevant contracting Party;d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;e) their wages, salaries, bonuses, and profit-sharing arrangements as applicable;f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension, or other retirement benefit schemes, share option schemes and company car schedules applicable to them;g) any outstanding or potential contractual, statutory, or other liabilities in respect of such individuals (including in respect of personal injury claims);h) details of any such individuals on long term sickness absence, parental leave, maternity leave, or other authorised long term absence;i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); andj) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Standard Service Levels"	means all Service Levels other than those designated as Key Indicators
"Standards"	<p>means any:</p> <ul style="list-style-type: none">a) 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

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	sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Framework Schedule 1 (<i>Specification</i>); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant government codes of practice and guidance applicable from time to time; e) the standards, policies and/or procedures identified in Call-Off Schedule 25 (<i>DWP Additional Contractual Requirements</i>);
"Standards Hub"	means the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ;
"Start Date"	means 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 Call-Off Start Date;
"Statement of Requirements"	means a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Statutory Schemes"	means the CSPS, NHSPS or LGPS;
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"Storage Media"	means the part of any device that is capable of storing and retrieving Data;
"Sub-Contract" or "Sub-contract"	means any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor" or "Sub-contractor"	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;

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"Subject Access Request"	means a written request to a company or organisation asking for access to the personal information it holds on you;
"Subprocessor"	means any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Subsidiary Undertaking"	means has the meaning set out in section 1162 of the Companies Act 2006;
"Suggested Challenge"	means a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub;
"Supplier"	means the person, firm or company identified in the Framework Award Form;
"Supplier Anticipated Profit Margin"	means the percentage (%) stated by the Supplier as its anticipated profit in its financial model, as set out in the Order Form;
"Supplier Assets"	means 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"	means the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	means: <ul style="list-style-type: none"> 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; 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; c) Information derived from any of (a) and (b) above;
"Supplier Contract Manager"	means 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"	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other

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	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's Final Supplier Personnel List"	means a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	means where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels; and/or c) comply with an obligation under a Contract;
"Supplier Operational Change"	means any change in the Supplier's operational procedures (excluding the Buyer's operational processes and procedures and ways of working for the TCR Services which are under the sole control of the Buyer at all times during the Contract Period) which in all respects, when implemented: (a) will not affect the Charges and will not result in any other costs to the Buyer; (b) may change the way in which the Supplier manages its provision of the Services but will not impact the Supplier's provision of the Services by its Agents in accordance with the Buyer's required operational processes and procedures (as changed by the Buyer from time to time) nor affect the output of the Services or the Supplier System nor increase the risks in performing or receiving the Services; (c) will not adversely affect the interfaces or interoperability of the Services with the Buyer System; and will not require a Variation;
"Supplier Profit"	means 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 or in relation to the relevant Milestone;

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"Supplier Profit Margin"	means 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's Proposals"	has the meaning given to it in Paragraph 6.3 of Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>);
"Supplier's Provisional Supplier Personnel List"	means a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Supplier Request"	means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
"Supplier Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier System(s)"	means the information and communications technology system(s) 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);
"Supplier Termination Event"	has the meaning given in Clause 11.4.1 of the Core Terms;
"Supplier Variation Manager"	means the person appointed to that position by the Supplier from time to time and notified in writing to the Buyer or, if no person is notified, the Supplier Authorised Representative;
"Supply Chain Information Report Template"	means the document at Annex 1 of Joint Schedule 12 (<i>Supply Chain Visibility</i>);
"Supporting Documentation"	means sufficient information in writing to enable the Buyer to reasonably assess whether the Charges (including the payment of any Set Up and Implementation Costs and Exit Costs), Reimbursable

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	Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;
"Sustainability Reports"	means written reports to be completed by the Supplier containing the information outlined in Table B of Annex 4 of Call-Off Contract Schedule 25 (<i>DWP Additional Contractual Requirements</i>);
"Sustainable Development"	means the sustainable development requirements specified in Annex 4 to Call-Off Contract Schedule 25 (<i>DWP Additional Contractual Requirements</i>);
"Sustainable Development Plan"	has the meaning set out in Paragraph 4 (<i>Sustainable Development Plan</i>) to Annex 4 to Call-Off Contract Schedule 25 (<i>DWP Additional Contractual Requirements</i>);
"Sustainable Development Policy"	means a policy detailing the Supplier's approach and commitment to Sustainable Development;
"Sustainable Development Policy Statement"	has the meaning set out in Paragraph 4 (<i>Sustainable Development Plan</i>) to Annex 4 to Call-Off Contract Schedule 25 (<i>DWP Additional Contractual Requirements</i>);
"Sustainable Development Requirements"	means the sustainable development requirements specified in Annex 4 to Call-Off Contract Schedule 25 (<i>DWP Additional Contractual Requirements</i>);
"Target Performance Level"	means the minimum level of performance for a Service Level which is required by the Buyer, as set out against the relevant Service Level in Annex 1 of Call-Off Schedule 14 (<i>Service Levels</i>);
"Tax"	means: <ul style="list-style-type: none"> a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

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	in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"TCR Service" or "TCR"	has the meaning given in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Team Leader Level Agent"	means an Agent meeting the relevant Lot 1 role definitions described in Annex B (<i>Pricing Definitions</i>) of Framework Schedule 1 (<i>Specification</i>);
"Technology and Resources"	means the infrastructure Requirements as set out in Paragraph 6 of Call-Off Schedule 20 (<i>Call-Off Specification</i>) which are to be read in the context of all related Requirements in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Term"	means the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Termination Assistance"	means 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 Call-Off Schedule 10 (<i>Exit Management</i>);
"Termination Assistance Period"	means 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 Call-Off Schedule 10 (<i>Exit Management</i>);
"Termination Notice"	means 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"	has the meaning given in Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in Paragraph 8.1 of Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Test Issues Threshold"	means in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 as set out in Annex 1 of Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan</i>

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	<i>and Testing)</i> " Test Issues as set out in the relevant Test Plan;
"Test Plan"	means a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Test Reports"	mean the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Test Strategy"	means a strategy for the conduct of Testing as described further in Paragraph 3.2 of Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Test Success Criteria"	means in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Test Witness"	means any person appointed by the Buyer pursuant to Paragraph 9 of Part B (<i>Testing</i>) of Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in Part B (<i>Testing</i>) Call-Off Schedule 13 (<i>Implementation Plan and Testing</i>);
"Tests"	Mean 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"	means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Tigerscheme"	means a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd or its successor entity;
"Time and Materials"	means the pricing mechanism described in Part A, at Paragraph 5.1 of Call-Off Schedule 5 (<i>Pricing Details</i>);
"Training"	means the training Requirements as set out in Paragraph 5 of Call-Off Schedule 20 (<i>Call-Off Specification</i>) which are to be read in the context of all

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	related Requirements in Call-Off Schedule 20 (<i>Call-Off Specification</i>);
"Transferrable Assets"	means Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferrable Contracts"	means 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 Call-Off Schedule 10 (<i>Exit Management</i>);
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of Call-Off Schedule 10 (<i>Exit Management</i>);
"Transferring Former Supplier Employees"	means in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Buyer Employees"	means those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Supplier Employees"	means 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"	means the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for: <ul style="list-style-type: none"> a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and b) Commercially Sensitive Information;
"Transparency Reports"	means 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 (<i>Transparency Reports</i>);
"TUPE"	means Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive;

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"UK Public Sector Business"	means any Goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
"UK Public Sector / CNI Contract Information"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 of Part B and Appendix 2 of Part B of Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>);
"United Kingdom"	means the country that consists of England, Scotland, Wales, and Northern Ireland;
"Universal Jobmatch"	means the job advertisement platform available at https://www.gov.uk/find-a-job which may be amended from time to time;
"Upper Quartile"	means 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;
"Variation"	means any change to a Contract;
"Variation Communication"	means any Variation Request, Impact Assessment, Variation Form or other communication sent or required to be sent pursuant to Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>);
"Variation Form"	means the form set out at Annex 4 in Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>);
"Variation Procedure"	means the procedure for Variations set out in Clause 25 (<i>Changing the contract</i>) and Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>);
"Variation Request"	a written request for a Variation substantially in the form set out in Annex 1 (<i>Variation Request Form</i>) to Joint Schedule 2 (<i>Variation Procedure and Variation Form</i>);
"VAT"	means value added Tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Vulnerability Scan"	means an ongoing activity to identify any potential vulnerability in any Buyer Assets, the Buyer's IT

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	Environment (or any part thereof) or the Supplier's IT Environment (or any part thereof);
"Waste Electrical and Electronic Equipment" or "WEEE"	has the meaning given in the Waste Electrical and Electronic Equipment (WEEE) Regulations 2013;
"Waste Hierarchy"	means prioritisation of waste management in the following order of preference: <ul style="list-style-type: none"> a) Prevention – by using less material in design and manufacture. Keeping products for longer; b) Preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts; c) Recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols; d) Other Recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and e) Disposal - landfill and incineration without energy recovery;
"Weekly Catch-up Meeting"	means the meeting as set out in Paragraph 3.7 of Part A (<i>Contract Boards and Meetings</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);
"Weekly Operational Report"	means the weekly operational report which shall include (without limitation) in relation to all Services the applicable Intraday daily, weekly and/or monthly measurements;
"Weekly Planning Meetings"	means the meeting as set out in Paragraph 3.6 of Part A (<i>Contract Boards and Meetings</i>) of Call-Off Contract Schedule 15 (<i>Call-Off Contract Management</i>);
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;

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"Work Day"	means 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	means 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 Procedure & Variation Form)

DEFINITIONS

- 1.1 The definitions set out in Joint Schedule 1 (*Definitions*) shall apply to this Joint Schedule.

2 GENERAL PRINCIPLES OF CHANGE AND VARIATION PROCEDURE

- 2.1 This Schedule sets out the procedure for dealing with Variations.
- 2.2 There are 3 ways for managing the different types of changes relevant to this Contract, these are:
- 2.2.1 **Operational Changes.** Operational Changes shall be processed in accordance with Paragraph 9 *Operational Change Procedure*).
 - 2.2.2 **Fast-track Variations.** These are Variations the Parties agree to expedite in accordance with Paragraph 8 (*Fast-track Variations*).
 - 2.2.3 **Variations.** These are changes to the Contract itself and shall be dealt with in accordance with Paragraphs 2.3 to 7 (*Supplier's Right of Approval*) (inclusive).
- 2.3 The Parties shall deal with Variations as follows:
- 2.3.1 either Party may request a Variation which they shall initiate by issuing a Variation Request Form in accordance with Paragraph 4 (*Variation Request*). The Buyer may, from time to time at its own discretion, require the Supplier to prepare a first draft of a Variation Request Form and the Supplier shall prepare such draft and provide it to the Buyer in accordance with the Buyer's instructions and the Buyer may make such amendments it deems necessary before issuing the completed Variation Request Form to the Supplier. For the purposes of Paragraph 4 below, where the Buyer requires the Supplier to prepare a first draft of a Variation Request Form, the Buyer shall be the party which "issues" the Variation Request Form;
 - 2.3.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Variation in accordance with Paragraph 5 (*Impact Assessment*) before the Variation can be either approved or implemented;
 - 2.3.3 the Buyer shall have the right to request amendments to a Variation Request, approve it or reject it in the manner set out in Paragraph 6 (*Buyer's Right of Approval*);

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- 2.3.4 the Supplier shall have the right to reject a Variation Request solely in the manner set out in Paragraph 7 (*Supplier's Right of Approval*); and
 - 2.3.5 save as otherwise provided in this Contract, no proposed Variation shall be implemented by the Supplier until a Variation Form has been signed and issued by the Buyer in accordance with Paragraph 6.2; and
 - 2.3.6 if a proposed Variation is a Fast-track Variation, it shall be processed in accordance with Paragraph 8 (*Fast-track Variations*).
- 2.4 To the extent that any Variation requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Call-Off Schedule 13 (*Implementation Plan and Testing*), and, where appropriate, the Variation Request Form relating to such a change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Variation for the purposes of such procedures.
- 2.5 Until a Variation Form has been signed and issued by the Buyer in accordance with Paragraph 6.2, then:
 - 2.5.1 unless the Buyer expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Variation did not apply; and
 - 2.5.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Variation, including the submission of any Variation Communications, shall be without prejudice to each Party's other rights under this Contract.
- 2.6 The Supplier shall:
 - 2.6.1 maintain and deliver to the Buyer upon request a record of each Variation Form agreed between the Parties ("**Variation Record**"). The Variation Record shall set out:
 - (a) the number of each Variation Form;
 - (b) the date on which each Variation was agreed;
 - (c) a summary of the amendments made to the Contract pursuant to each Variation (as shown against the relevant Variation Form number); and
 - (d) the agreed benefits and costs associated with the Variation;

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- 2.6.2 update the Variation Record to include up-to-date details and deliver such updated Variation Record to the Buyer not less than ten (10) Working Days after the Parties enter into a Variation; and
- 2.6.3 at the request of the Buyer, promptly produce and deliver to the Buyer for review and acceptance a conformed copy of the Contract containing the amendments made pursuant to each Variation Form ("**Draft Conformed Contract**") (for the avoidance of doubt no other variations and/or amendments shall be included). If the Buyer disagrees with any amendment contained in the Draft Conformed Contract it shall notify the Supplier and it shall promptly rectify any errors and deliver the updated Draft Conformed Contract to the Buyer for acceptance. Where the Buyer agrees with the content of the Draft Conformed Contract it shall notify the Supplier in writing and the Draft Conformed Contract shall become an agreed conformed copy of the Contract ("**Conformed Contract**").
- 2.7 Where the Buyer chooses not to exercise the option at Paragraph 2.6.3 it may, from time to time at its own discretion, produce a Draft Conformed Contract and shall deliver such Draft Conformed Contract to the Supplier for review and acceptance. If the Supplier reasonably disagrees with any amendment contained in the Draft Conformed Contract it shall notify the Buyer and the Buyer shall rectify any errors and deliver the updated Draft Conformed Contract to the Supplier for approval. Where the Supplier agrees with the content of the Draft Conformed Contract it shall notify the Buyer in writing and the Draft Conformed Contract shall become a Conformed Contract.
- 2.8 A Conformed Contract shall be used as a reference for contract management only, and the Parties shall each retain copies of the Contract as originally executed and copies of each completed Variation Form as a formal record of the terms of the Contract. To the extent there is a conflict in terms between a Conformed Contract and the Contract as originally executed with the Variations made thereto as recorded in the Variation Forms, the latter shall take precedence.
- 2.9 The Buyer may exercise its right to partially terminate the Services (in accordance with Clause 11.2.2 (as amended by the Special Term in the Order Form) and Clause 11.7.3 of the Core Terms) at any time without reason by giving the Supplier not less than 90 days' written notice (or 45 days in the case of Clause 11.7.3).

3 COSTS

- 3.1 Subject to Paragraph 3.3:
- 3.1.1 the costs of preparing each Variation Request shall be borne by the Party making the Variation Request; and

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- 3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Variation Request provided that the Buyer shall not be required to pay any such costs if:
- (a) such costs are below £5,000 (five thousand pounds sterling);
 - (b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
 - (c) such costs exceed those in the accepted Impact Assessment Estimate.
- 3.2 The cost of any Variation shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Call-Off Schedule 5 (*Pricing Details*). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Variation requires additional resources and, in any event, any change to the Charges resulting from a Variation (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Variation.
- 3.3 Except as agreed by the Parties to the contrary both Parties' costs incurred in respect of any use of this Variation Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

4 VARIATION REQUEST

- 4.1 Either Party may issue a Variation Request to the other Party at any time during the Contract Period. A Variation Request shall be in the form of Annex 1 (*Variation Request Form*) and state whether the Party issuing the Variation considers the proposed Variation to be a Fast-track Variation.
- 4.2 If the Supplier issues the Variation, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable but in any event within 10 (ten) Working Days of the date of issuing the Variation Request.
- 4.3 If the Buyer issues the Variation Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Variation Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Buyer within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Buyer.

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4.4 If the Buyer accepts an Impact Assessment Estimate, then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Buyer as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Variation Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Buyer and provided that sufficient information is received by the Buyer to fully understand:

4.4.1 the nature of the request for clarification; and

4.4.2 the reasonable justification for the request,

and the time period to complete the Impact Assessment shall be extended by the time taken by the Buyer to provide that clarification. The Buyer shall respond to the request for clarification as soon as is reasonably practicable.

5 IMPACT ASSESSMENT

5.1 Each Impact Assessment shall be completed in good faith and shall include:

5.1.1 details of the proposed Variation including the reason for the Variation;

5.1.2 details of the impact of the proposed Variation on the Services, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Contract;

5.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:

(a) the Services Description, the Performance Indicators and/or the Target Performance Levels;

(b) the format of Buyer Data, as set out or referred to in the Services Description;

(c) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties; and

(d) other services provided by third party contractors to the Buyer, including any changes required by the proposed Variation to the Buyer's IT infrastructure;

5.1.4 details of the cost of implementing the proposed Variation;

5.1.5 details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

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- 5.1.6 a timetable for the implementation, together with any proposals for the testing of the Variation;
 - 5.1.7 details of how the proposed Variation will ensure compliance with any applicable Change in Law; and
 - 5.1.8 such other information as the Buyer may reasonably request in (or in response to) the Change Request.
- 5.2 If the Variation involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Joint Schedule 11 (*Processing Data*).
- 5.3 Subject to the provisions of Paragraph 5.4, the Buyer shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 (*Buyer's Right of Approval*) within 15 (fifteen) Working Days of receiving the Impact Assessment.
- 5.4 If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Variation so that it may properly evaluate the Variation Request and the Impact Assessment, then within 5 (five) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within 10 (ten) Working Days of receiving such notification. At the Buyer's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Buyer is satisfied that it has sufficient information to properly evaluate the Variation Request and Impact Assessment.
- 5.5 Except as agreed by the Parties to the contrary (including where Service Charges are amended by the Hybrid Fixed and Variable Costs mechanism as set out in Call-Off Schedule 5 (*Pricing Details*), the calculation of costs for the purposes of Paragraphs 5.1.4 and 5.1.5 shall:
 - 5.5.1 include estimated volumes of each type of resource to be employed and the applicable rate card;
 - 5.5.2 include full disclosure of any assumptions underlying such Impact Assessment;
 - 5.5.3 include evidence of the cost of any assets required for the Variation; and
 - 5.5.4 include details of any new Sub-contracts necessary to accomplish the Variation.

6 BUYER'S RIGHT OF APPROVAL

- 6.1 Within 15 (fifteen) Working Days of receiving the Impact Assessment from the Supplier or within 10 (ten) Working Days of receiving the further information that

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it may request pursuant to Paragraph 5.4, the Buyer shall evaluate the Variation Request and the Impact Assessment and shall do one of the following:

- 6.1.1 approve the proposed Variation, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - 6.1.2 in its absolute discretion reject the Variation, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Variation to the extent that the Variation is necessary for the Supplier or the Services to comply with any Change in Law. If the Buyer does reject a Variation, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Variation Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within 5 (five) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Variation Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Variation within 10 (ten) Working Days.
- 6.2 If the Buyer approves the proposed Variation pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7 (*Supplier's Right of Approval*), then it shall inform the Supplier and the Supplier shall prepare two copies of a Variation Form which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Variation Form, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Variation Form shall constitute (or, where the Buyer has agreed to or required the implementation of a Variation prior to signature of a Variation Form, shall constitute confirmation of) a binding variation to this Contract.
- 6.3 If the Buyer does not sign the Variation Form within 10 (ten) Working Days, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Variation Form within 5 (five) Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure set out at Call-Off Schedule 15 (*Call-Off Contract Management*).

7 SUPPLIER'S RIGHT OF APPROVAL

- 7.1 Following an Impact Assessment, if:
- 7.1.1 the Supplier reasonably believes that any proposed Variation which is requested by the Buyer would:
 - (a) materially and adversely affect the risks to the health and safety of any person; and/or

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- (b) require the Services to be performed in a way that infringes any Law; and/or

- 7.1.2 the Supplier demonstrates to the Buyer's reasonable satisfaction that the proposed Variation is technically impossible to implement and neither the Call-Off Tender nor the Services Description state that the Supplier does or is required to have the technical capacity and flexibility required to implement the proposed Variation,

then the Supplier shall be entitled to reject the proposed Variation and shall notify the Buyer of its reasons for doing so within 5 (five) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8 FAST-TRACK VARIATIONS

- 8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the Variation Procedure processes set out above.

- 8.2 If:

- 8.2.1 the total number of Variations in relation to which this Fast-track Variation procedure has been applied does not exceed 4 (four) in any 12 (twelve) Month period; and
- 8.2.2 both Parties agree the value of the proposed Variation over the remaining Contract Period and any period for which Termination Assistance may be required does not exceed £5,000 (five thousand pounds) and the proposed Variation is not significant (as determined by the Buyer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4 (*Variation Request*), 5 (*Impact Assessment*), 6 (*Buyer's Right of Approval*) and 7 (*Supplier's Right of Approval*) but with reduced timescales, such that any period of 15 (fifteen) Working Days is reduced to 5 (five) Working Days, any period of 10 (ten) Working Days is reduced to 2 (two) Working Days and any period of 5 (five) Working Days is reduced to 1 (one) Working Day.

- 8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Variation procedure shall be used in relation to a particular Variation notwithstanding that the total number of Variations to which such procedure is applied will then exceed 4 (four) in a 12 (twelve) month period.

9 OPERATIONAL CHANGE PROCEDURE

- 9.1 The Supplier shall adapt to and implement on an ongoing basis such changes required to the Services and the Supplier's methods and ways of working in

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providing the Services as a result of any Buyer Operational Changes required by the Buyer from time to time including ongoing changes to any design, implementation, delivery and testing of any Buyer Systems (including tools) and/or any elements of the UC TCR Services and any changes to any operational processes and/or procedures or ways of working relating to the Buyer Systems and/or UC TCR Services)).

- 9.2 The Parties acknowledge and agree that they will agree operational processes and procedures for managing day-to-day iterations and modifications to the TCR Services such as required changes to Agent activity and/or operational processes to align with the evolution of the UC TCR Services (e.g. changes to event timings, investigatory checks, handover criteria or any other aspect of the operational procedures Agents must undertake to deliver the UC TCR Services).
- 9.3 The Supplier shall implement any required changes to the Services, and/or its methods, operations and processes for providing the Services, to meet any Buyer Operational Changes at its own cost and expense and in accordance with any timescales agreed between the Parties or otherwise in a timely manner and in an agile, flexible and responsive manner as required in Call-Off Schedule 20 (*Call-Off Specification*) to reflect the Buyer's anticipated need for continuous iterative development of the UC TCR Services, Buyer Systems and tools necessary to support the evolving nature and scope of the UC TCR Services which need to respond in a timely manner to the Targeted Case Review (TCR) initiative and its programme requirements as they change from time to time.
- 9.4 The Supplier shall not be entitled to claim any additional costs or raise any additional Charges as a result of adapting and implementing any Operational Changes (whether Supplier Operational Changes or Buyer Operational Changes). For the avoidance of any doubt, where and to the extent implementing any part of any Operational Change would require any Variation to this Contract, the Parties shall follow the Variation Procedure in relation to agreeing any such Variation.

Supplier Operational Change process

- 9.5 Subject to Paragraph 9.6, where the Supplier wishes to implement a Supplier Operational Change it may do so without following the Variation Procedure for proposed Variations provided the Supplier Operational Change does not:
- 9.5.1 have any impact on the Buyer including the UC TCR Services including the Buyer's operational processes and procedures (including systems and tooling) for delivering the UC TCR Services;
 - 9.5.2 require a Variation;
 - 9.5.3 have any impact on the Services received by the Buyer; or
 - 9.5.4 involve the Buyer in paying any additional Charges or other costs.

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9.6 Prior to implementing any material Supplier Operational Change the Supplier shall inform the Buyer Authorised Representative by email with a brief summary of the material Supplier Operational Change it intends to make pursuant to Paragraph 9.5. Where requested by the Buyer Authorised Representative within ten (10) Working Days of receipt of the Supplier's email, the Supplier shall submit details of its proposed Supplier Operational Change to the Buyer Authorised Representative using the Request for an Operational Change (RFOC) Form set out in Annex 3 (*Request for an Operational Change Form*). In which case the Supplier shall not implement the Supplier Operational Change until the Buyer (acting reasonably) has Approved the Supplier Operational Change. The RFOC shall include the following details:

9.6.1 the proposed Supplier Operational Change; and

9.6.2 the timescale for completion of the required Supplier Operational Change.

Buyer Operational Change process

9.7 The Buyer may from time to time require the Supplier to implement a Buyer Operational Change by informing the Supplier Authorised Representative via email or (at its discretion) by completing a Request for an Operational Change (RFOC) Form as set out in Annex 3 (*Request for an Operational Change Form*). The Supplier shall work cooperatively with the Buyer in a timely manner and shall use all reasonable endeavours to implement a Buyer Operational Change into the Services in a timely manner and in accordance with the Buyer's reasonably required timescales (as set out in the email or completed RFOC) and in any event as soon as reasonably practicable.

9.8 The Supplier shall inform the Buyer of any impact on the Supplier's delivery of the Services that may arise from a proposed Buyer Operational Change but, for the avoidance of any doubt, the Supplier shall not be entitled to claim any additional costs or raise any additional Charges as a result of adapting and implementing any Buyer Operational Changes in to its provision of the Services to the Buyer.

9.9 The Supplier shall adapt to and implement on an ongoing basis such changes required to the Services and the Supplier's methods and ways of working in providing the Services to accommodate and adapt to Buyer Operational Changes by the timescales specified for completion of the Buyer Operational Changes in the emails or RFOCs (as applicable) or otherwise in a timely manner and shall promptly notify the Buyer when each Buyer Operational Change is completed.

9.10 The Buyer may at its sole and absolute discretion require any Operational Change submitted through the Operational Change Procedure to be escalated

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to become a Variation in which case such Variation will be completed in accordance with the Variation Procedure.

- 9.11 The Supplier shall keep a record of all Operational Changes raised by either Party and shall provide copies of such records to the Buyer promptly upon request and shall provide any information reasonably required by the Buyer in relation to such records and/or any Operational Change.

10 COMMUNICATIONS

- 10.1 For any Variation Communication to be valid under this Joint Schedule, it must be sent to either the Buyer Variation Manager or the Supplier Variation Manager, as applicable. The provisions of Core Term Clause 26 (*How to communicate about the contract*) shall apply to a Variation Communication as if it were a notice.

Annex 1: Variation Request Form

(For Completion by the Party Requesting a Variation)

Variation Form No:	Contract Title & Contract Number:	Contractor Name & Registered No:
Variation Title:		Variation Implementation Date:
Full Description of Requested Variation (including proposed changes to wording of the contract):		
Reasons for and Benefits of Requested Variation:		
Name of Owner Requesting Variation:		
Signature of Owner Requesting Variation:		
Date of Signature:		
(For Completion by Party Receiving Request for Variation) Disadvantages of Requested Variation, if any:		
Details of any proposed alternative scenarios, if any;		
Authorisation to Complete Impact Assessment: (Name)		

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Impact Assessment Assigned to: (Name)
Impact Assessment Assigned on: (Date)

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Annex 2: Impact Assessment

(For completion by the Supplier)

Variation Form No:	Contract Title & Contract Number:	Contractor Name & Registered No:
Variation Title:		Variation Implementation Date:
Any additional changes to this Contract that will be required as a result of the change – including any:		
Impact Assessment Completed by: (Name & Position in Organisation)		
(For Completion by DWP)		
Impact Assessment Approved by: (Name & Date)		
Impact Assessment Rejected by: (Name & Date)		
Reason for Rejection:		

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Annex 3: Request for an Operational Change Form (RFOC)**(For Completion by the relevant Party as appropriate)**

Operational Change Request No:	Contract Title & Contract Number:	Supplier Name & Registered No:
Change Title:	Change Implementation Date:	
Full Description of Operational Change (including proposed changes to operational processes, procedures, working practices, systems, tooling, scripts or policy):		
Reasons for and benefits of requested Operational Change:		
Impact of Operational Change on operational delivery of the Services and/or the TCR Service.		
Name of Owner Requesting Operational Change:		
Signature of Owner Requesting Operational Change:		
Date of Signature:		
(For Completion by Party Receiving Request for Operational Change)		
Disadvantages of requested Operational Change, if any:		
Details of any proposed alternative scenarios, if any.		
Does this Operational Change require a Variation form and Impact Assessment and Why? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Impact Assessment Assigned to: (Name)		
Impact Assessment Assigned on: (Date)		

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Annex 4: Variation Form

Order Form Reference:

Variation Number:

BETWEEN:

The Department for Work and Pensions, Caxton House, Tothill Street, London SW1H PNA
("the Buyer");
and
[insert name of supplier]
("the Supplier").

1. This Call-Off Contract is varied as follows:
2. Words and expressions in this Variation shall have the meanings given to them in this Call-Off Contract.
3. This Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

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)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

1. THE INSURANCE YOU NEED TO HAVE

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

2. HOW TO MANAGE THE INSURANCE

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable

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to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

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

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

3. WHAT HAPPENS IF YOU AREN'T INSURED

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

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

4. EVIDENCE OF INSURANCE YOU MUST PROVIDE

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

5. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT

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

5.2 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.

Joint Schedule 3 (Insurance Requirements)

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- 5.3 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.

6. INSURANCE CLAIMS

- 6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 6.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 6.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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Annex A: Required Insurances

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

- 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than twenty million pounds (£20,000,000);
- 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than twenty million pounds (£20,000,000);
- 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
- 1.4 appropriate insurance which adequately provides cover for the Supplier's liabilities and any potential liabilities to the Buyer in respect of:
 - 1.4.1 data protection (including but not limited to those set out in Clause 15 of the Core Terms and Joint Schedule 11 (Data Protection)); and
 - 1.4.2 security (including but not limited to those set out in Call-Off Schedule 9 (Security),

with cover (for a single event or series of related events and in the aggregate) of not less than ten million pounds (£10,000,000)

Joint Schedule 4 (Commercially Sensitive Information)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 17 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

[REDACTED]

Joint Schedule 5 (Corporate Social Responsibility)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code of Conduct. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Joint Schedule 5 (Corporate Social Responsibility).
- 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

- 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 (for the avoidance of doubt including any Subcontractor staff) to lodge deposits or identify papers with the Supplier 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;

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- 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 2015 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; and
- 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

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- 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;

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- 5.2 The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by Paragraph **Error! Reference source not found.** below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
- 5.3.1 this is allowed by national Law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national Law, two (2) days off in every fourteen (14) day period.

6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable Goods and/or reasonable Services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

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- 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 1 (Definitions)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - a) the data protection requirements set out in Core Term Clause 15 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 17 (When you can share information);
 - c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 11.4 (When CCS or the Buyer can end this contract) and 11.6 (What happens if the contract ends) of this Contract; and

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- 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 shall apply to this Schedule.

2. Warranties and duty to notify

- 2.1 The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:
- 2.1.1 the long-term credit ratings issued for each entity in the Financial Distress Event Group by each of the Rating Agencies are as set out in Annex 1 to this Schedule; and
 - 2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Subcontractors satisfies the Financial Target Thresholds.
- 2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the Financial Distress Event Group (and in any event within five (5) Working Days of the occurrence of the downgrade).
- 2.3 The Supplier shall:
- 2.3.1 regularly monitor the credit ratings of each entity in the Financial Distress Event Group with the Rating Agencies;
 - 2.3.2 monitor and report on the Financial Indicators for each entity in the Financial Distress Event Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and
 - 2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority 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 ten (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).
- 2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of a Financial Distress Event Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.

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- 2.5 Each report submitted by the Supplier pursuant to Paragraph 2.3.2 shall:
- 2.5.1 be a single report with separate sections for each of the Financial Distress Event Group entities;
 - 2.5.2 contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;
 - 2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
 - 2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 2.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Authority to easily analyse and assess the trends in financial performance.

3. Financial Distress events

- 3.1 The following shall be Financial Distress Events:
- 3.1.1 the credit rating of a Financial Distress Event Group entity dropping below the applicable Credit Rating Threshold;
 - 3.1.2 a Financial Distress Event Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
 - 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud, or any other impropriety of a Financial Distress Event Group entity;
 - 3.1.4 a Financial Distress Event Group entity committing a material breach of covenant to its lenders;
 - 3.1.5 a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
 - 3.1.6 any of the following:
 - (a) commencement of any litigation against a Financial Distress Event Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (b) non-payment by a Financial Distress Event Group entity of any financial indebtedness;

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- (c) any financial indebtedness of a Financial Distress Event Group entity becoming due as a result of an event of default;
- (d) the cancellation or suspension of any financial indebtedness in respect of a Financial Distress Event Group entity; or
- (e) the external auditor of a Financial Distress Event Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that Financial Distress Event entity,

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract; and

- 3.1.7 any one of the Financial Indicators set out at Paragraph 5 for any of the Financial Distress Event Group entities failing to meet the required Financial Target Threshold.

4. Consequences of Financial Distress Events

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event of a late or non-payment of a Key Subcontractor pursuant to Paragraph 3.1.5, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):
 - 4.3.1 at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and
 - 4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under

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Paragraph 4.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:

- (a) submit to the Relevant Authority for its approval, a draft Financial Distress Remediation 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 or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
- (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

4.4 The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation 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 Remediation Plan, which shall be resubmitted to the Relevant Authority within five (5) Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 36 of the Core Terms under Paragraph 4.5.

4.5 If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 36 of the Core Terms.

4.6 Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than fortnightly):

- (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and

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- delivery of the Deliverables in accordance with this Contract; and
 - (b) provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes.
- 4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1(a), submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
- 4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3.2(b) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:
- 4.8.1 obtaining in advance written authority from Key Subcontractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
 - 4.8.2 agreeing in advance with the Relevant Authority, Key Subcontractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Authority;
 - 4.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
 - 4.8.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction,

anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5. Financial Indicators

- 5.1 Subject to the calculation methodology set out at Annex 2 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency
1 Annual Contract Turnover Ratio	<i>Annual Revenue / Expected Annual Contract Value</i>	<i>>1.5</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>
2 Operating Margin	<i>Operating Margin = Operating Profit / Revenue</i>	<i>> 2%</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date</i>
3 Net Debt to EBITDA ratio	<i>Net Debt to EBITDA Ratio = Net Debt / EBITDA</i>	<i><3.5</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt at, the relevant accounting reference date</i>
4 Net Debt and Net Pension Deficit to EBITDA Ratio	<i>Net Debt plus Net Pension Deficit to EBITDA = Net Debt plus Net Pension Deficit / EBITDA</i>	<i>< 5 times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon Net Assets Ratio for the 12 months ending on, and the Net Pension Deficit at, the</i>

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			<i>relevant accounting reference date</i>
5 Net Interest Paid Cover	<i>Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid</i>	<i>> 3 times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date</i>
6 Acid Ratio	<i>Acid Ratio = (Current Assets – Inventories) / Current Liabilities</i>	<i>> 0.8 times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date</i>
7 Net Asset value	<i>Net Asset Value = Net Assets</i>	<i>> £0</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>
8 Group Exposure Ratio	<i>Group Exposure / Gross Assets</i>	<i>< 50%</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>

Key: 1 – see Annex 2 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

Monitored Suppliers

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
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Relevant Parent Company	1 - 7
Sub-contractor	1 - 6

6. Termination rights

6.1 The Relevant Authority shall be entitled to terminate the Contract if:

- 6.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;
- 6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3,

which shall be deemed to be an event to which Clause 11.4.1 of the Core Terms applies and Clauses 11.6.1 and 11.6.2 of the Core Terms shall apply accordingly.

7. Primacy of Credit Ratings

7.1 Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 4 if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.7, the Rating Agencies review and report subsequently that the credit ratings for the Financial Distress Event Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Appendix 2 to this Schedule, then:

- 7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 7.1.2 the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

8. Board confirmation

8.1 If the Contract has been specified as a Critical Service Contract under Paragraph 2.1 of Part B to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) days after each Accounting Reference Date or within fifteen (15) months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Relevant Authority in the form set out at Annex 3 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

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- 8.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting;
or
 - 8.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.
- 8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.
- 8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within fifteen (15) months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.
- 8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

Annex 1: Not Used

Annex 2: Calculation methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

- 1 **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
1 Annual Contract Turnover Ratio	Annual Revenue (Turnover) / Expected Annual Contract Value Figures for Revenue should exclude the entity's share of the results of any joint ventures or Associates.
2 Operating Margin	The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements. Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates. Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.
3	<i>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i>

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<p>Net Debt to EBITDA Ratio</p>	<p><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e., an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p>
<p>4</p> <p>Net Debt plus Net Pension Deficit to EBITDA ratio</p>	<p><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p>

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	<p><i>“Net Pension Deficit” = Retirement Benefit Obligations – Retirement Benefit Assets</i></p> <p><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements</p> <p><u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p><u>Net Pension Deficit</u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where Net Pension Deficit’ is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).]</i></p>
5	<i>“Earnings Before Interest and Tax” = Operating profit</i>

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Net Interest Paid Cover	<p><i>“Net Interest Paid” = Interest paid – Interest received</i></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest paid is negative (i.e., the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.]</p>
6 Acid Ratio	<p>All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
7 Net Asset value	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or ‘Shareholders’ Funds’. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e., where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).</p>
8 Group Exposure Ratio	<p><i>“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></p> <p><i>“Gross Assets” = Fixed Assets + Current Assets</i></p> <p><u>Group Exposure</u>: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings</p>

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	<p>of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Gross Assets</u>: Both Fixed assets and Current assets are shown on the face of the Balance Sheet</p>
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Annex 3: Board Confirmation

Supplier Name:

Contract Reference Number:

The Board of directors acknowledge the requirements set out at Paragraph 8 of Joint Schedule 7 (Financial Distress) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting;
or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair

Signed

Date

Director

Signed

Date

Appendix 1: RATING AGENCIES

Dun & Bradstreet

Appendix 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	[REDACTED]
Guarantor	Not Applicable
Key Subcontractor	Not Applicable

Part 2: Credit Rating Threshold

Lot No. & Description	Credit Rating Threshold
Lot 1 – Contact Centres	70 and over

Joint Schedule 8 (Guarantee)

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 shall apply to this Schedule.

2. Obligation to Provide Guarantee

- 2.1 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:

- 2.1.1 as a condition for the award of the Framework Contract, the Supplier must have delivered to CCS within thirty (30) days of a request by CCS:

2.1.1.1 an executed Letter of Intent to Guarantee from the Guarantor; and

2.1.1.2 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

- 2.1.2 on demand from a Buyer, the Supplier must procure a Guarantee in accordance with Paragraph 2.4 below.

- 2.2 If the Supplier fails to deliver any of the documents required by Paragraph 2.1.1 above within thirty (30) days of request then:

- 2.2.1 CCS may terminate this Framework Contract; and

- 2.2.2 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 11.4.1(d) of the Core Terms.

- 2.3 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 11.4.1(d) of the Core Terms where:

- 2.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;

- 2.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;

- 2.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or

- 2.3.4 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.

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- 2.4 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:
- 2.4.1 an executed Guarantee; and
 - 2.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 2.5 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 11.4.1(d) of the Core Terms where:
- 2.5.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
 - 2.5.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
 - 2.5.3 an Insolvency Event occurs in respect of the Guarantor;
 - 2.5.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
 - 2.5.5 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.

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Annex 1: Form of Guarantee

DEED OF GUARANTEE

PROVIDED BY

[INSERT NAME OF THE GUARANTOR]

FOR THE BENEFIT OF

[INSERT NAME OF THE BENEFICIARY]

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DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.2 the words and phrases below shall have the following meanings:

[**Guidance Note:** Insert and/or settle Definitions, including from the following list, for the Guarantee]

"Beneficiary(s)"	means [all Buyers under the Call-Off Contracts] [<i>insert name of the Buyer with whom the Supplier enters into a Call-Off Contract</i>] and "Beneficiaries" shall be construed accordingly;
"Call-Off Contract"	has the meaning given to it in the Framework Contract;
"Framework Contract"	means the framework contract [insert RM number and name of the framework] between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;
"Guaranteed Agreement"	means [each Call-Off Contract] [the Call-Off Contract] made between the Beneficiary and the Supplier [from time to time] [<i>on insert date</i>];

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"Guaranteed Obligations"

means all obligations and liabilities of the Supplier to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed Agreement; and

"Supplier"

means **[Insert** the name, address and registration number of the Supplier as each appears in the Framework Award Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

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- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary

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enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do)

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any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

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- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
- 7.1.1 of subrogation and indemnity;
 - 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
 - 7.1.3 to prove in the liquidation or insolvency of the Supplier,
- only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the

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Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to

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Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

- 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
- 9.1.3.2 any existing Law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
- 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by Law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English Law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose

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of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor]

- 16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

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Annex: – 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.]

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[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 RM[XXXX] [INSERT FRAMEWORK NAME] (the “Framework Contract”)

Name of Supplier: [INSERT NAME OF SUPPLIER]

1. 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:

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- 6.2.1. we withdraw or revoke this Letter of Intent to Guarantee in whole or in part for any reason whatsoever;
 - 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 36 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:

- 1. 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)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

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 Contract 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 11.4 (When CCS or the Buyer can end this Contract).

Joint Schedule 10 (Rectification Plan)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

1. Rectification Plan Process

1.1 In the event that:

- 1.1.1 there is, or is reasonably likely to be, a Delay;
- 1.1.2 in any Service Period there has been a Critical Service Level Failure; and/or
- 1.1.3 the Supplier commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default),

(each a **"Notifiable Default"**), the Supplier shall notify the Buyer of the Notifiable Default as soon as practicable but in any event within three (3) Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Buyer may not terminate this Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

2. Notification

2.1 If:

- 2.1.1 the Supplier notifies the Buyer pursuant to Paragraph 1 above that a Notifiable Default has occurred; or
- 2.1.2 the Buyer notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Buyer serves a Termination Notice, the Supplier shall comply with the Rectification Plan Process.

2.2 The **"Rectification Plan Process"** shall be as set out in Paragraphs 3.1 (Submission of the draft Rectification Plan) to Paragraph 4.3 (Agreement of the Rectification Plan).

3. Submission of the draft Rectification Plan

3.1 The Supplier shall submit a draft Rectification Plan to the Buyer for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Paragraph 2.1 (Notification). The Supplier shall submit a draft

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Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

3.2 The draft Rectification Plan shall set out:

- 3.2.1 full details of the Notifiable Default that has occurred, including a root cause analysis;
- 3.2.2 the actual or anticipated effect of the Notifiable Default; and
- 3.2.3 the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

3.3 The Supplier shall promptly provide to the Buyer any further documentation that the Buyer reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with Paragraph 6 of Annex B of Call Off Schedule 15 (Call-Off Contract Management).

4. Agreement of the Rectification Plan

- 4.1 The Buyer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:
 - 4.1.1 is insufficiently detailed to be capable of proper evaluation;
 - 4.1.2 will take too long to complete;
 - 4.1.3 will not prevent reoccurrence of the Notifiable Default; and/or
 - 4.1.4 will rectify the Notifiable Default but in a manner which is unacceptable to the Buyer.
- 4.2 The Buyer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Buyer rejects the draft Rectification Plan, the Buyer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Buyer for review within five (5) Working Days (or such

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other period as agreed between the Parties) of the Buyer's notice rejecting the first draft.

4.3 If the Buyer consents to the Rectification Plan:

4.3.1 the Supplier shall immediately start work on the actions set out in the Rectification Plan; and

4.3.2 the Buyer may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default;

save in the event of a Rectification Plan Failure or other Supplier Termination Event.

Annex 1: Request for Rectification Plan

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

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Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. The definitions set out in Joint Schedule 1 (*Definitions*) shall apply to this Schedule.

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each Party under the DPA 2018. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,in respect of certain Personal Data under the 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

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.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
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:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
2. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

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- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 15 (*Data Protection*) 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:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 15 (*Data protection*), 16 (*What you must keep confidential*) and 17 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is to a country approved as providing adequate protection pursuant to Article 45 UK GDPR, or the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

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- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
3. Subject to Paragraph 4 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:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
4. The Processor's obligation to notify under Paragraph 3 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
5. 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 3 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

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- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 6. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 8. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 9. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 10. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 11. 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).
- 12. 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.

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

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Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

14. 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.
15. 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.
16. Where a Party has provided Personal Data to the other Party in accordance with Paragraph 14 of this Joint Schedule 11, 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.
17. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
18. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
19. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
20. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

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21. 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**"):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) 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
 - (ii) 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.
22. 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:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
23. 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*).
24. 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*).
25. Notwithstanding the general application of Paragraphs 3 to 12 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 14 to 24 of this Joint Schedule 11.

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Standard Contractual Clauses

26. It is noted that the UK formally left the European Union on 31 January 2020. At the time this Agreement is entered into, the European Commission has adopted an adequacy decision for the UK under Article 45 of the GDPR.
27. In the event that this position changes and (i) there is no adequacy decision in place for the UK and (ii) the Supplier is located within the EEA, the Parties agree:
 - (a) that without any further action being required they will entered into the standard contractual clauses in the European Commission's decision 2021/914/EU ("**Standard Contractual Clauses**") in respect of data transfers by the Supplier outside of the EEA;
 - (b) that, where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Agreement (and to which Chapter V of the GDPR applies) will be transferred in accordance with those Standard Contractual Clauses as of the date the Parties entered into those Standard Contractual Clauses;
 - (c) to use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and
 - (d) that if there is any conflict between this Agreement and the Standard Contractual Clauses the terms of the Standard Contractual Clauses shall apply.
28. In the event that the European Commission updates, amends, substitutes, adopts or publishes new Standard Contractual Clauses from time to time, the Parties agree:
 - (a) that the most up to date Standard Contractual Clauses from time to time shall be automatically incorporated (as the context requires) and that such incorporation is not a Variation;
 - (b) that where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Agreement (and to which Chapter V of the GDPR applies) will be transferred in accordance with the relevant form of the most up to date Standard Contractual Clauses as of the date the European Commission decision regarding such new Standard Contractual Clauses becomes effective;
 - (c) to use best endeavours to complete any part of the most up to date Standard Contractual Clauses that a Party must complete promptly and at their own cost for the purpose of giving full effect to them; and
 - (d) that if there is any conflict between this Agreement and the most up to date Standard Contractual Clauses the terms of the most up to date Standard Contractual Clauses shall apply.

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1.1 Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **[REDACTED]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[REDACTED]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Universal Credit - Targeted Case Review Service

Description	Details
Identity of Controller for each Category of Personal Data	The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority (for the purposes of this Annex 1, meaning the Buyer) is the Controller, and the Supplier is the Processor, of the following types of Personal Data.
Duration of the processing	The Call-Off Contract Period and any Termination Assistance Period.
Nature and purposes of the processing	<p>The Processing is to enable DWP to exercise its function as the Government department responsible for welfare. DWP will rely on powers derived from S3 of the Social Security Act 1998 in order to lawfully process Personal Data under this Contract and enable the Supplier to do the same.</p> <p>The Supplier is required to comply with the provisions of the Data Protection Legislation and maintain a record of Processing activities under its responsibility.</p> <p>Some data is shared across government and with authorised bodies (e.g. Local councils). This is through system access sharing as opposed to direct contact.</p> <p>As part of the TCR Service, the FTE Agent resources provided by the Supplier will be required to review allocated UC claims and gather, in accordance with the TCR claim review process as may be updated by the Buyer from time to time, the latest evidence and information where available and relevant to an allocated UC claim then review it together with all evidence already held by the Buyer on the UC claim, to determine the correctness of the UC payment. If it is determined by the relevant FTE Agent that the payment is correct, no further action by the Supplier will be required. If the UC claim is found by the FTE Agent to be incorrect in any respect at any stage during the review, the Supplier will hand over all information and evidence to the Buyer who will complete the UC claim review Decision (as defined in Call-Off Schedule 20 (Call-Off Specification)). Alternatively, the Supplier will be required to deselect an allocated UC claim if it identifies the claim as out of scope for review by the TCR Service.</p> <p>The processing activities will include call recording. Claimants and their representatives will be notified of call recording prior to telephony agent interaction, recordings can only be accessed by the team leaders (Role Based Access Controls will be put in place).</p>

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Type of Personal Data and Special Categories of Personal Data	<p>This is the full list of potential Personal Data that may be collected from a Claimant. The Personal Data that is collected would depend on the individual Claimant's circumstances to allow the calculation of the UC award, provide labour market and all associated support. The Personal Data collected is the minimum necessary for the above purpose for each individual Claimant.</p> <p>Claimant:</p> <ul style="list-style-type: none">• Full Name (of Claimant, partner & children);• NINO;• Address;• Date of Birth;• Details of non-dependents (full name); and• Maintenance. <p>Special category data:</p> <ul style="list-style-type: none">• Health/Medical Data – (health conditions, doctor details, terminal illness);• Equality data – is being processed however this does not impact the Claimant and is for equality and monitoring purposes; and• Nationality and immigration status - to assess eligibility. <p>Criminal offence data:</p> <ul style="list-style-type: none">• Prisoners - Date admitted to prison, expected/actual date of release and prison details.• Ex-Offenders <p>Information relevant to the benefit:</p> <ul style="list-style-type: none">• Capital, Including savings, Shares, other property etc.;• Private / Work Pension;• Child care costs;• Housing type and housing costs;• Rental costs and service charge costs;• Bank / Building society accounts;• Details of other benefits;• Other income;• Mortgage details (Lender details, mortgage amount and interest rate);• Leasehold service charges;• Current education-course and student finance details;• Employment-hours and earnings;• Self-employed income and expenses; and• Details of any Fraud penalties - Rationale for fraud data collection: This information is necessary to calculate the loss of benefit as a result of the fraudulent activity. <p>Contact details:</p> <ul style="list-style-type: none">• Email address;• Mobile phone number;• Housing/Landlord Details; and• Social Landlord contact details. <p>Landlord details:</p>
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- Private / social landlord name;
- Private / social landlord address;
- Private landlord contact details;
- Private landlord bank details (sort code, account number);
- Number of bedrooms
- Alternative Payment Arrangement

Other circumstances:

- Date of death;
- Labour Market- Skills & qualifications, Work circumstances and experience, Job role preferences and history, capabilities (e.g., digital capability), barriers to work, levels of confidence e.g., in work search, openness to work, provision interest, engagement and referrals, CV;
- Service in armed forces;
- Care leaver;
- Homelessness, domestic abuse, modern day slavery, substance misuse, suicidal/self harm- in order to provide additional support;
- Non-English speaker/English as a second language;
- Welsh speaker;
- Accessibility needs to meet Equality Act duties –claimants can choose not to share this information;
- 16–17-year-old- exception reasons for Universal Credit entitlement;
- Kinship carers;
- Contract ID (UC system allocated); and
- Details of government department debt.

Third-party details:

- Creditor information needed to decide to apply a deduction, when to stop a deduction and who and how to pay;
- Debt/deduction types, including amount of debt;
- Creditor name, email address, telephone number, bank details;
- Appointee/Power of Attorney/Deputy/guardianship, including Name, Address, Telephone number, Email address, Bank account details;
- Representative, including Name, Address, Organisation details, Telephone number, Email address;
- Care Leaver Personal Advisor, including Name, organisation, telephone number, email address;
- Claimant provides care to another person, including Cared for person details-Name, Address;

HMRC (This is an automated data match with HMRC to get Claimant's earnings information. DWP staff would only see information about a Claimant's earnings if there was any dispute to this data), as follows:

- Information Supplied by HMRC via RTI (Real Time Information);
- HMRC Office Number;
- Employer PAYE Ref;
- Unique Employment Sequence number;
- Payroll ID;
- Taxable Pay;
- Payment date;

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	<ul style="list-style-type: none">• Tax week No;• Tax Month No;• Tax Code Operated;• Earnings;• Employer Name 1;• Employer Name 2;• Number of earnings period(s);• Indicator that the payment is a payment after date of notification of contract ending;• Irregular Payment Indicator;• Merger Indicator;• Unique Payment ID;• Payment Confidence Status;• Occupational Pension Indicator;• On Strike Indicator;• Unpaid Absence Indicator;• Benefits Value;• Employee Pension contribution;• Pension Not Paid under net pay;• Employees contributions due;• Number of normal hours;• Pay frequency;• Employment Start Date & End date;• Value of Payments;• Value of deductions from net pay;• Pay after statutory deductions;• Value of benefits;• Value of tax deducted;• Gross earning for NICs;• Director indicator;• NINO;• Surname & Forename including Second Forename;• Date of Birth;• HMRC Employer name;• HMRC Employ Trade name;• RAS Pension YTD;• 3rd Party Deds;• Net Pay;• Tax;• NI;• Taxable pay YTD;• Tax YTD;• NI YTD;• Late reporting reason;• Maternity Pay YTD; and• Pension Death benefit Indicator.
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	This list is subject to change to support the TCR Services review process.
Categories of Data Subject	<ul style="list-style-type: none"> • DWP Customers/Claimants; • Appointees; and • Representatives.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under applicable Law is to preserve that type of data	The Buyer Data (including all Personal Data for which the Buyer is Data Controller) will be always held in Buyer Systems and access to and use of the Buyer Data will be terminated at the End Date save where and to the extent access and use of Buyer Data is required by the Supplier during the Termination Assistance Period. .
Location of Processing	<p>Work from Home Agents (UK)</p> <p>Tyne River House The Watermark Gateshead Newcastle. NE11 9SZ</p> <p>Martin House 23 Hunts Bank Manchester. M3 1BE</p>
Protective Measures	<p>External governance includes but is not limited to the following certifications which include several external audits a year by a certified organisation such as BSI (The British Standards Institution)</p> <p>ISO27001 ISO27701 PCI DSS ISO14001 ISO9001 SOC 2 ISO45001</p> <p>.</p> <p>The Global Compliance Framework encompasses Teleperformance's compliance policies and procedures.</p> <p>The Chief Compliance Officer and Deputy Chief Compliance Officer and Chief Privacy Officer are responsible for the Group-wide implementation and monitoring of the Global Compliance Framework, global auditors are constantly reviewing evidence provided into the Teleperformance GRC tool against the global compliance framework and monitoring levels of compliance.</p> <p>Teleperformance Policies and Standards</p>

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	<p>Internal and external audit programs</p> <p>Penetration testing</p> <p>Vulnerability Scanning and Assessment</p> <p>Security Risk Assessments</p> <p>Conduct and Business Ethics</p> <p>Third party risk management process and procedures</p> <p>Incident response program</p> <p>Technical security controls</p> <p>Anti – Malware</p> <p>End User and Detection Response</p> <p>Email Security Solutions</p> <p>Multi-factor Authentication</p> <p>GISP- 01 Organisation of Information Security Policy</p> <p>GISP-02 Risk Management Policy</p> <p>GISP-03 Human Resources Security Policy</p> <p>GISP-04 Asset Management Policy</p> <p>GISP-06 Social Media Policy</p> <p>GISP-07 Access Management Policy</p> <p>GISP-08 Physical and Environmental Security Policy</p> <p>GISP-09 Operations Security Policy</p> <p>GISP-10 Communications Security Policy</p> <p>GISP-11 Systems Acquisition, Development and Maintenance Policy</p> <p>GISP-12 Supplier Relationship policy</p> <p>GISP-13 Information Security Incident Management Policy</p> <p>Global Data Retention Policy</p> <p>Teleperformance Record Retention Schedule</p> <p>Teleperformance Privacy Policy</p> <p><i>These are all subject to applicability are reviewed and change when required.</i></p>
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Annex 2 - Joint Controller Agreement

NOT USED

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 (*Definitions*) shall apply to this Schedule.

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

2.1 The Supplier shall:

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

- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

- 2.4 Notwithstanding Paragraph 2.1, the Relevant Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend relating to Key Sub-Contractors

- 3.1 The Supplier is only required to comply with the provisions of this Paragraph 3 in respect of Key Sub-Contractor (where applicable) revenues.

- 3.2 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:

- 3.2.1 the total contract revenue received directly on the Contract;

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- 3.2.2 the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- 3.2.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.3 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 Paragraphs 3.2.1 to 3.2.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.4 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 Relevant Authority.

Annex 1: Supply Chain Information Report Template

Not Applicable (No Key Subcontractors)

Call-Off Schedule 1 (Transparency Reports)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

1. Transparency Reports

- 1.1. The Supplier recognises that the Buyer is subject to Procurement Policy Note 01/17 (Updates to transparency principles v1.1)

(<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)

(“PPN”). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance and 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 Annex A (List of Transparency Reports) 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 at Annex A (List of Transparency Reports) of this Schedule.

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
<p>Performance monitoring and Service Levels</p> <p>Service Level 1</p> <p>Quality - Monthly</p> <p>Service Level 2</p> <p>Quality (Monthly) – Timeliness and accuracy of handover</p> <p>Service Level 7</p> <p>Complaints – Monthly</p>	<p>Scorecard showing performance against Service Level 1, 2 and 7.</p>	<p>MSExcels</p>	<p>Monthly</p>

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

1.1 The definitions set out in Joint Schedule 1 shall apply to this Schedule.

"Acquired Rights Directive" the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

"Employee Liability" all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

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f) employment claims whether in tort, contract or statute or otherwise;

g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

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

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

(i) any amendments to that document immediately prior to the Relevant Transfer Date; and

(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

"Old Fair Deal"

HM Treasury Guidance *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"* issued in June 2004;

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 11.4 (When CCS or the Buyer can end this contract) or 11.5 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is

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no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, all information required in Annex E1: Staffing Information in the format specified and with the identities of Data Subjects anonymised where possible. The Authority may acting reasonably make changes to the format or information requested in Annex E1: Staffing Information from time to time.

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List"

a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Term"

the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees"

those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees"

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier

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will be liable for satisfying any such claim as if it had provided the indemnity itself.

- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

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

[Part A (Staff Transfer at the Start Date – Outsourcing from the Buyer) –
N/A]

[Part B (Staff Transfer at the Start Date – Transfer from a Former Supplier)-
N/A]

[Part C (No Staff Transfer on the Start Date)]

[Part D (Pensions)]

[- Annex D1 (CSPS)]

[- Annex D2 (NHSPS)]

[- Annex D3 (LGPS)]

[- Annex D4 (Other Schemes)]

Part E (Staff Transfer on Exit)

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Part A: N/A

Not Used

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Part B: N/A Not Used

Part C: No Staff Transfer EXPECTED on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer.
- 1.2 If any employee of the Buyer claims, or it is determined in relation to any employee of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within five (5) Working Days of becoming aware of that fact, notify the Buyer in writing; and
 - 1.2.2 the Buyer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier and/or Subcontractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

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Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.6 If any such person as is referred to in Paragraph 1.2 is neither re-employed by the Buyer nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 1.4:

1.6.1 such person shall be treated as having transferred to the Supplier and/or any Subcontractor;

1.6.2 the Supplier shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law; and

1.6.3 if such person is a Fair Deal Eligible Employee (as defined in Part D), the Supplier shall, or shall procure that the relevant Subcontractor shall comply with the Supplier's obligations under Part D and its Annexes of this Schedule 2.

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

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

a) any claim for:

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

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

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

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer within six (6) months of the Relevant Transfer Date.

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

Part D: Pensions

[Guidance: You should take specific legal advice on this Part D. Please also note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a best value authority it will be subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.]

1. Definitions

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

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	<p>a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or</p> <p>b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Direction"	has the meaning in Annex D2 to this Part D;

Letter/Determination”

“Fair Deal Eligible Employees”

each of the CSPA Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);

"Fair Deal Employees"

any of:

- a) Transferring Buyer Employees;
- b) Transferring Former Supplier Employees;
- c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;
- d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);

who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with Paragraph 10 of this Part D as notified by the Buyer;

"Fund Actuary"

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

"LGPS"

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

"NHSPS"

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

"Statutory Schemes" means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 subject to Paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer¹.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
 - 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this

¹ We recommend that you seek specific legal advice on this clause.

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Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);

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

4. Indemnities the Supplier must give

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

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

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

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

Subcontractor:

- a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or

- b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or

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

- 4.2 The indemnities in this Part D and its Annexes:

- 4.2.1 shall survive termination of the relevant Contract; and

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- 4.2.2 shall not be affected by the caps on liability contained in Clause 12 (How much you can be held responsible for).

5. What happens if there is a dispute

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

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

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

6. Other people's rights

- 6.1 The Parties agree Clause 20 (Other people's rights in this Contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

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

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

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8. Transferring Fair Deal Employees

- 8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Subcontractor shall:
- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
 - 8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and
 - 8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

- 9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.
- 9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes on the Relevant Transfer Date

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

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- 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and
 - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must

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be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

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

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

10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this Paragraph.

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11. Broadly Comparable Pension Scheme in Other Circumstances

- 11.1 If the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 11.2 Such Broadly Comparable pension scheme must be:
- 11.2.1 established by the date of cessation of participation in the Statutory Scheme;
 - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
 - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-

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operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and

- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or

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the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this Paragraph.

12. Right of Set-off

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

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

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

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

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

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

Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

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

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
"CSPS Fair Deal Employee"	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
"CSPS"	the "Alpha" pension scheme introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014 available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme;

2. Access to equivalent pension schemes after transfer

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

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

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter/Determination" an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;

"NHS Broadly Comparable Employees" each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are

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Broadly Comparable to those provided under the NHSPS.

"NHSPS Eligible Employees"

any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.

"NHSPS Fair Deal Employees"

other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;

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"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any NHSPS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

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2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.
- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:
- a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
 - b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within five (5) Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

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3. Continuation of early retirement rights after transfer

- 3.1 From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

4. NHS Broadly Comparable Employees

- 4.1 The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with Paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with Paragraph 5.2 below.

5. What the buyer can do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of Paragraph 11 of Part D. Subcontractor.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:
- 6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
 - 6.1.2 a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

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6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

Annex D3:

Local Government Pension Schemes (LGPS)

[Guidance: You should take specific legal advice on this Annex D3 and in particular the risk apportionment provisions contained herein.

Please note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a local authority (or other type of best value authority) then it will be subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.

Note the LGPS unlike the CSPA & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Buyer, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"2013 Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
"Administering Buyer"	in relation to the Fund [insert name] , the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Buyer of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;

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"Initial Contribution Rate"	[XX %] of pensionable pay (as defined in the 2013 Regulations);]
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
"LGPS Eligible Employees"	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
"LGPS Fair Deal Employees"	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; ;
"LGPS Regulations"	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier to become an LGPS Admission Body

- 2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement with effect from the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

OPTION 1

2.2 [Any LGPS Fair Deal Employees who:

2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and

2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.]

OPTION 2

[Any LGPS Fair Deal Employees whether:

2.2.3 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

2.3 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Buyer in relation to an LGPS Admission Agreement.

3. Broadly Comparable Scheme

3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with Paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of Paragraph 10 of Part D.

3.2 If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with Paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time

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when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of Paragraph 11 of Part D.

4. Discretionary Benefits

- 4.1 Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5. LGPS RISK SHARING

- 5.1 Subject to Paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the "Excess Amount") shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2 Subject to Paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A-B (the "Refund Amount") where:
- 1.1.2 A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and
- 1.1.3 B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.
- 5.3 Subject to Paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Payment**"), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.

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- 5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:
- 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
 - 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;
 - 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
 - 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
 - 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
 - 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
 - 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
 - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
 - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or

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- 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with Paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the **"Exit Credit"**), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
 - 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
 - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
- 5.8 Within twenty (20) Working Days of receiving the notification under Paragraph 5.7 above, the Buyer shall either:
 - 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
 - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
 - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with Paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer

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shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.

- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This Paragraph 5 shall survive termination of the relevant Contract.

Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPA & NHSPS]

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is twelve (12) Months before the end of the Term; or
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
 - 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
 - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
 - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,
- and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 During the Term, the Supplier shall provide, and shall procure that each Subcontractor shall provide, within twenty (20) Working Days of receipt of a written request to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 1.6.1 the numbers of Supplier Staff engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.
 - 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days

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following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that following within 20 Working Days of a request from the Buyer it shall and shall procure that each Subcontractor shall use reasonable endeavours to comply with any request to align and assign Supplier Staff to any future deliver model proposed by the Buyer for Replacement Services within thirty (30) Working Days or such longer timescales as may be agreed.
- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

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

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- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (but excluding) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, National Insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:
 - a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary National Insurance contributions;

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- a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and National Insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

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- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal with the matter provided always that such steps are in compliance with Law, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolvedthe Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes,

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

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

a) any claim for:

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

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

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

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

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 Not Used

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

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

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

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

a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

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

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

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

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- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary National Insurance contributions:
- a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
 - b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and National Insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

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Annex E1: Staffing Information**Employee Information (Anonymised)**

Name of Transferor:

Number of Employees in-scope to transfer:

1. Completion notes

- 1.1 If you have any Key Sub-contractors, please complete all the above information for any staff employed by such Key Sub-contractor(s) in a separate spreadsheet.
- 1.2 This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.
- 1.3 If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.

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EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Date of Birth (dd/mm/yy)	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

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EMPLOYEE DETAILS & KEY TERMS							
Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

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	ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS						
Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

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CONTRACTUAL PAY AND BENEFITS								
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

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CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: Contract Reference ecm_11965

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PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPA, NHS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: Contract Reference ecm_11965

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PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: Contract Reference ecm_11965

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PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No						

OTHER			
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			
Emp No			

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: Contract Reference ecm_11965

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OTHER			
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No			
Emp No			
Emp No			

Call-Off Schedule 3 (Continuous Improvement)

Definitions

The definitions set out in Joint Schedule 1 (*Definitions*) shall apply to this Call-Off Schedule.

1 Buyer's Rights

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

2 Continuous Improvement

- 2.1 The Supplier must:

2.1.1 adopt a policy of Continuous Improvement in relation to the Services and Deliverables, which must include regular reviews with the Buyer of the Services and Deliverables and the way it provides them on behalf of the Buyer and such a review shall take into account how the Supplier's provision of the Services interacts with the Buyer's provision and evolving requirements for the TCR Services; and

2.1.2 throughout the Contract Period, identify new or potential improvements to the provision of the Services and Deliverables (including suggested improvements to the Buyer Systems and the Buyer's operational processes and procedures used to deliver the TCR Services,

with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and Deliverables and their supply to the Buyer as envisaged in Call-Off Schedule 20 (*Call-Off Specification*). The Supplier and the Buyer must provide each other with any information reasonably required by the other Party which is relevant to meeting this objective.

- 2.2 In addition to Paragraph 2.1, the Supplier shall, on a quarterly basis, attend and participate in the quarterly Innovation and Continuous Improvement Forum meetings to present and discuss proposals for improving the Supplier's provision of Services and Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) for the Buyer's Approval. The Supplier's Continuous Improvement proposals presented at the quarterly Innovation and Continuous Improvement Forum meetings shall include, but not limited to:

2.2.1 identifying the emergence of relevant new and evolving technologies;

2.2.2 changes in the IT Environment and/or business processes and procedures of the Supplier and/or the Buyer and ways of working that would provide cost savings, time savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of administration);

Call-Off Schedule 3 (Continuous Improvement)

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- 2.2.3 new or potential improvements to the provision of the Services and Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and end user support services in relation to the Services and Deliverables;
 - 2.2.4 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties and/or the Buyer and Buyer Service Recipients which might result in efficiency or productivity gains or in reduction of operational risk;
 - 2.2.5 measuring and reducing the environmental sustainability impacts of the Supplier's operations and supply-chains relating to the Services and Deliverables, and identifying opportunities to assist the Buyer in meeting its environmental sustainability objectives; and
 - 2.2.6 changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.
- 2.3 The initial quarterly Innovation and Continuous Improvement Forum meeting will be held within six (6) Months following the Start Date.
- 2.4 The Supplier must provide sufficient information with each suggested Continuous Improvement proposal to enable the Buyer to make a decision on whether to implement the proposal. The Supplier shall provide any further information as requested by the Buyer.
- 2.5 The Supplier shall use all reasonable endeavours to implement any agreed services and/or deliverables and/or changes to the Services (subject always to the procedures for managing changes set out in Joint Schedule 2 (Variation Procedure and Variation Form) required in order to implement any Continuous Improvement innovation required by the Buyer in accordance with timescales agreed at the Continuous Improvement Forum meeting or where applicable through the procedures for managing changes set out in Joint Schedule 2 (Variation Procedure and Variation Form).

3 Identified opportunities for Continuous Improvement

- 3.1 Any opportunities/activity undertaken and/or opportunity for improvements to the Services which meets the requirements of Paragraph 2.1 will be managed in line with the process as outlined at Paragraph 11 (*Continuous Improvement*) in Call-Off Schedule 20 (*Call-Off Specification*).
- 3.2 If the Buyer or Supplier wishes to incorporate any Operational Changes to the Services the Parties shall follow the Operational Change Procedure set out in Joint Schedule 2 (*Variation Procedure and Variation Form*) which must be followed by the Continuous Innovation Forum outlined at Paragraph 4 of Part A to Call Off Schedule 15 (*Call-Off Contract Management*).
- 3.3 The Buyer will be responsible for assessing all innovative ideas for improvements to the TCR Services, Buyer Systems and any other relevant matter relating to this Call-Off Contract, including those directly submitted by the Supplier and these will either:
- 3.3.1 be assessed to be delivered by the Supplier; or

Call-Off Schedule 3 (Continuous Improvement)

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- 3.3.2 be assessed as being delivered by the Buyer.
- 3.4 Should the Supplier's costs in providing the Services and Deliverables to the Buyer be reduced as a result of any changes implemented whether or not implemented with the Buyer's Approval, subject to any gainshare mechanism agreed by the Parties pursuant to Paragraph 3.5, all of the Supplier's cost savings in delivering this Call-Off Contract shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services and Deliverables.
- 3.5 At any time during the Contract Period, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable, then the Supplier shall propose a Variation to the Call-Off Contract including details of the way in which the gainshare proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

[REDACTED]

Call-Off Schedule 5 (Pricing Details)

Charges and Invoicing

1. Definitions

The definitions set out in Joint Schedule 1 (*Definitions*) shall apply to this Schedule.

Call-Off Schedule 5 (Pricing Details)

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PART A: PRICING

1. Applicable Pricing Mechanisms

- 1.1 This Call-Off Schedule sets out the applicable charging regime for this Contract, which consists of:
- 1.1.1 payment(s) in respect of one-off Set Up and Implementation Costs (as defined in Paragraph 1.2 of Part B (*Charging Mechanisms*)) incurred by the Supplier during the Implementation Period;
 - 1.1.2 payment(s) in respect of one-off Exit Costs (as defined in Paragraph 2.1 of Part B (*Charging Mechanisms*)) incurred by the Supplier undertaking Termination Assistance required by the Buyer in accordance with Call-Off Schedule 10 (*Exit Management*); and
 - 1.1.3 the recurring Service Charges, payable from the Service Commencement Date.
- 1.2 Charges shall be calculated using the pricing mechanism specified in Part B (*Charging Mechanisms*) to this Call-Off Schedule and on the basis of the rates and prices specified in Annex 1 (*Pricing Mechanisms*) to this Call-Off Schedule.

2. Set Up and Implementation Costs and Exit Costs

- 2.1 Set Up and Implementation Costs and Exit Costs are to be charged based on a capped Costs basis (excluding, for the avoidance of any doubt, any profit element) and the applicable caps for each Cost category line item are set out in Table 1 (*Maximum One-Off Costs*) in Annex 1 (*Pricing Mechanisms*) to this Call-Off Schedule 5 (*Pricing Details*).
- 2.2 The Supplier shall only be entitled to be paid Charges for Set Up Implementation Costs and Exit Costs that have been properly and reasonably incurred by the Supplier under this Call-Off Contract and, in any event, shall not be paid any sums that exceed the applicable cap for that item.
- 2.3 Payment of the:
- 2.3.1 Set Up and Implementation Costs shall be triggered in accordance with Paragraph 1.2 of Part B (*Charging Mechanisms*); and
 - 2.3.2 Exit Costs shall be triggered in accordance with Paragraph 2.1 of Part B (*Charging Mechanisms*);
- 2.4 Each invoice relating to a Set Up and Implementation Cost or Exit Costs shall be supported by a Certificate of Costs with Supporting Documentation.
- 2.5 Any one-off payments in respect of the Supplier's Set Up and Implementation Costs and the caps for each Set Up and Implementation Costs category line item set out in Table 1 (*Maximum One-Off Costs*) shall not be subject to Indexation.
- 2.6 Any one-off payments in respect of the Supplier's Exit Costs shall not be subject to Indexation save that the caps for each Exit Cost category line item set out in Table 1 (*Maximum One-Off Costs*) will be subject to Indexation in accordance

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with the mechanism detailed at Paragraph 4 (*Indexation*) of Part C (*Adjustments to the Charges and Risk Register*).

3. Service Charges

3.1 Table 2 (*Service Charges*) of Annex 1 (*Pricing Mechanisms*) sets out the pricing mechanism which shall be used to calculate the Service Charges, which shall be “**Hybrid Fixed and Variable Costs**”, as defined and calculated in accordance with the provisions of Paragraph 3.2 and Part B (*Charging Mechanisms*). For the avoidance of doubt the Service Charges shall not be calculated using the “Time and Materials” pricing mechanism except where the Parties so agree in writing via the Variation Procedure (in which case the provisions of Paragraph 5 (*Time and Materials Charges*) shall apply).

3.2 The Service Charges (**Hybrid Fixed and Variable Costs**) shall consist of two elements:

3.2.1 “**Monthly Fixed Price Service Charge**”, this Charge being detailed in Part B hereof with the amount set out in Table 2.1 of Annex 1 (*Pricing Mechanisms*); and

3.2.2 “**Monthly Variable Service Charge**”, this Charge detailed in Part B (*Charging Mechanisms*) to be calculated on the basis set out in Part B with unit prices per Available Hour as set out in Table 2.2 of Annex 1 (*Pricing Mechanisms*),

and the Service Charges shall only become payable with effect from the Service Commencement Date.

3.3 In addition, at the Buyer's sole and absolute discretion, the Supplier may be entitled to an additional one-off Exceptional Performance Additional Payment (as described and calculated in accordance with Paragraph 5 (*Exceptional Performance Additional Payment*) of Call-Off Schedule 14 (*Service Levels*)) for the relevant month. For the avoidance of any doubt Exceptional Performance Additional Payment are only paid on a one-off basis (at the sole and absolute discretion of the Buyer) and do not become payable on a recurring basis.

4. Reimbursable Expenses

4.1 The Charges shall include all costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance, including in respect of matters such as:

4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Staff, including network or data interchange costs or other telecommunications charges; or

4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Effective Date.

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5. Time and Materials Charges

5.1 Where the Parties agree in writing via the Variation Procedure that the Service Charges shall be calculated using the “Time and Materials” pricing mechanism:

5.1.1 the day rates set out in Table 3 of Annex 1 (*Pricing Mechanisms*) shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-contractor) shall:

- (a) not be entitled to include any uplift for risks or contingencies within its day rates;
- (b) not be paid any Charges to the extent that they would otherwise exceed any cap specified in Table 3 of Annex 1 (*Pricing Mechanisms*) unless the Supplier has obtained the Buyer’s prior written consent. The Supplier shall monitor the amount of each Charge incurred in relation to the relevant cap and notify the Buyer immediately in the event of any risk that the cap may be exceeded and the Buyer shall instruct the Supplier on how to proceed; and
- (c) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier’s obligation to deliver the Services in a proportionate and efficient manner; and

5.1.2 the Supplier shall keep records of hours properly worked by Supplier Staff (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within 10 Working Days of the Buyer’s request.

6. Financial Reporting

6.1 The Parties shall comply with the provisions of Annex 2 (*Financial Reports and Financial Audit Rights*), Part A (*Financial Transparency Objectives and Open Book Data*) and Part B (*Financial Reports*).

Call-Off Schedule 5 (Pricing Details)

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PART B: CHARGING MECHANISMS

1. Set Up and Implementation Costs

- 1.1 Subject to the provisions of this Paragraph 1 the Supplier shall be entitled to invoice the Buyer in respect of a payment of its one-off Set Up and Implementation Costs.
- 1.2 On the Supplier's:
- 1.2.1 Achievement of both: (i) Milestone M2 (*Build and Test of the Supplier System Complete*); and (ii) Milestone M3 (*Initial Operating Capability*) as set out in the Outline Implementation Plan (including the provision of all Deliverables associated with each Milestone); and
 - 1.2.2 Completion of all other implementation and set up activities described or referred to in the Detailed Implementation Plan and Call-Off Schedule 20 (*Call-Off Specification*),
- the Supplier shall be entitled to invoice the Buyer for any reasonable Costs the Supplier can demonstrate it has incurred solely, directly and properly in complying with sub-paragraphs 1.2.1 and 1.2.2 during the Implementation Period ("**Set up and Implementation Costs**").
- 1.3 The payment of any Set Up and Implementation Costs pursuant to Paragraph 1.2 is subject to the respective caps on each Cost category line item for Set Up and Implementation Costs as set out in Table 1 (*Maximum One-Off Costs*) in Annex 1 (*Pricing Mechanisms*).
- 1.4 The Supplier shall ensure any invoice submitted to the Buyer in respect of its Set Up and Implementation Costs is supported by a Certificate of Costs with Supporting Documentation.

2. Exit Costs

- 2.1 Without prejudice to Paragraph 9 (*No Charges*) of Call-Off Schedule 10 (*Exit Management*) and subject to Paragraph 2.2, on the completion of all Termination Assistance activities required by the Buyer pursuant to Call-Off Schedule 10 (*Exit Management*) the Supplier shall be entitled to invoice the Buyer for any reasonable Costs the Supplier can demonstrate it has incurred solely, directly and properly in complying with Buyer's requirements for Termination Assistance ("**Exit Costs**").
- 2.2 The payment of any Exit Costs pursuant to Paragraph 2.1 is subject to the respective caps on each Cost category line item for Exit Costs as set out in Table 1 (*Maximum One-Off Costs*) in Annex 1 (*Pricing Mechanisms*).
- 2.3 The Supplier shall ensure any invoice submitted to the Buyer in respect of Exit Costs is supported by a Certificate of Costs with Supporting Documentation.

3. Service Charges

- 3.1 The Service Charges are as described in Paragraph 3 (*Service Charges*) of Part A (Pricing) and are further detailed in this Part B in respect of their two constituent elements:

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- 3.1.1 **“Monthly Fixed Price Service Charge”**, this Charge being a consistent monthly charge covering relevant fixed costs associated with delivery of the Contract (the amounts being set out in Table 2.1 of Annex 1 (*Pricing Mechanisms*)); and
- 3.1.2 **“Monthly Variable Service Charge”**, this Charge being a variable charge to reflect the delivered Available Hours per month based on the unit prices set out in Table 2.2 having taken into account the fixed costs element under Paragraph 3.1.1 (*Monthly Fixed Price Service Charge*) (to avoid ‘double-counting’) based on hourly rates for each Available Hour for each of the following Agent roles:
 - (a) Entry Level Agents or equivalent;
 - (b) Intermediate Level Agents or equivalent; and
 - (c) Team Leader or equivalent,(with unit prices for each Available Hour per Agent role based on the prices as set out in Table 2.2 of Annex 1 (*Pricing Mechanisms*)).
- 3.2 With effect from the Service Commencement Date, the Service Charges shall be invoiced by the Supplier for each Service Period in arrears in accordance with the requirements of Part E (*Invoicing and Payment Terms*).
- 3.3 Any Service Credits that accrue during a Service Period shall be deducted from the Monthly Variable Service Charges payable for the next following Service Period. An invoice for a Service Charge shall not be payable by the Buyer unless all adjustments (including Service Credits) relating to the Service Charges for the immediately preceding Service Period have been agreed.
- 3.4 The Monthly Fixed Price Service Charge as set out in Table 2.1 of Annex 1 (*Pricing Mechanisms*) will be charged monthly to the Buyer in arrears and may only be varied following the process set out in Part C (at paragraph 2).
- 3.5 The Monthly Variable Service Charge shall be:
 - 3.5.1 charged monthly in arrears;
 - 3.5.2 calculated by reference to the applicable:
 - (a) price bandings for the number of FTE Agents providing the Services in the relevant month; and
 - (b) the volume of Available Hours worked by the relevant FTE Agents calculated in accordance with Table 2.2 in Annex 1 (*Pricing Mechanism*); and
 - 3.5.3 subject always to a maximum cap of 2.5% (two and one-half percent), in respect of the total Available Hours worked by FTE Agents (in the relevant month) in excess of the instructed required resources profile for that month, in accordance with Paragraph 8.3.2 of Call-Off Schedule 20 (*Call-Off Specification*).
- 3.6 This Monthly Variable Service Charge should be read in conjunction with provisions as to:

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- 3.6.1 the Buyer's provision of quarterly instructions to the Supplier in relation to the numbers of FTE Agents required to deliver the TCR service, pursuant to Paragraph 8.3 (*Buyer Delivery of the Performance Management Framework*);
- 3.6.2 no liability to the Buyer for payment of any FTE Agent Available Hours hours provided over the 2.5% (two and one-half percent) cap against the instructed required resources profile, pursuant to Paragraph 8.3.2.3; and
- 3.6.3 the mechanism for ramp-up/ramp-down in FTE Agent resources pursuant to Paragraph 5.3 (*Resource ramp up and down (FTE Agent Numbers Change Mechanism)*)

of Call-Off Schedule 20 (*Call-Off Specification*) as supplemented by Call-Off Schedule 14 (*Service Levels*).

4. Optional Services

- 4.1 If the Buyer gives notice pursuant to Paragraph 15.1 (*Optional Services*) of Schedule 20 (*Call-Off Specification*) (*Optional Services*) that it requires the Supplier to provide any or all of the Optional Services the Parties shall in accordance with the Variation Procedure agree a Variation to the Charges to accommodate the Supplier's provision of the Optional Services to reflect:
 - 4.1.1 any reasonable set up and implementation Costs (if any) the Supplier can demonstrate it will incur solely, directly and properly in relation to setting up and implementing the relevant Optional Services. Such Costs must be proportionate to the Set Up and Implementation Costs incurred by the Supplier;
 - 4.1.2 wherever possible and appropriate the use of the same prices, pricing and charging mechanisms (with reasonable proportionate adjustments where relevant) as those set out in this Call-Off Schedule in respect of the Service Charges elements for the relevant Optional Services shall (unless agreed otherwise by the Parties).
- 4.2 For the avoidance of doubt the Parties accept and acknowledge that any Variation to the Charges in respect of Optional Services shall not have the effect of altering the economic balance of the Contract during the remaining Contract Period in favour of the Supplier in a manner not provided for in the terms of the Contract.

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PART C: ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

1. Monthly Fixed Price Service Charge

- 1.1 The Monthly Fixed Price Service Charge shall only vary based on the price bandings for the applicable total Available Hours per Month provided by all FTE Agents as provided for in Table 2.1 (*Monthly Fixed Price Service Charge*).

2. Service Credits

- 2.1 Service Credits shall be calculated by reference to Call-Off Schedule 14 (*Service Levels*).

3. Changes to Charges

- 3.1 The impact of any ramp-up/ramp-down in FTE Agent resources pursuant to Paragraph 5.3 (*Resource ramp up and down (FTE Agent Numbers Change Mechanism)*) of Call-Off Schedule 20 (*Call-Off Specification*) shall be determined using the applicable pricing and charging mechanisms used to calculate the Monthly Variable Service Charge and the Parties acknowledge that such fluctuations in FTE Agent resource numbers and Agent role types shall not be treated as a Variation to the Charges and/or any other part of this Contract.
- 3.2 The Supplier's implementation and/or adoption, from time to time, of any Operational Changes (including Buyer Operational Changes) shall not entitle the Supplier to:
- 3.2.1 make or require any changes to any prices and/or pricing or charging mechanisms set out in this Call-Off Schedule; and/or
 - 3.2.2 any additional Charges and/or new Charges.
- 3.3 Any Variations to the Charges shall (unless already provided for by a charging and/or pricing mechanism or other process set out or referred to in this Contract including this Call-Off Schedule 5) be subject to agreement of the Parties via the Variation Procedure in accordance with Joint Schedule 2 (*Variation Procedure*) and in relation to any Variations the Parties shall comply with Annex 2 (*Financial Reports and Financial Audit Rights*) Part B (*Financial Reports*) of this Call-Off Schedule 5 (*Pricing Details*).
- #### 4. Indexation
- 4.1 Any amounts or sums in this Contract which are expressed to be "subject to Indexation" shall be adjusted in accordance with the provisions of this Paragraph 4 to reflect the effects of inflation.
- 4.2 The following costs, expenses, fees or charges included in the Charges shall not be subject to adjustment under this Paragraph 4 and shall not be included in the relevant amount or sum for the purposes of Paragraph 4.3:
- 4.2.1 Any costs charged by the Supplier to the Buyer in respect of Assets or Buyer Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges.

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- 4.3 Notwithstanding any other provisions of this Schedule, amounts or sums in this Contract shall not be subject to Indexation during the period from the Effective Date until the next April following the Service Commencement Date (the “**Non-Indexation Period**”).
- 4.4 Where Indexation applies, the relevant adjustment shall be:
- 4.4.1 applied on the first day of April following the end of the Non-Indexation Period and on the first day of April in each subsequent year (each such date an “adjustment date”); and
- 4.4.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the 'Services Producer Price Index (SPPI) N – Administrative and Support Services' (“**Price Index**”) published for the 12 Months ended on the 31 January immediately preceding the relevant adjustment date.
- 4.5 Except as set out in this Paragraph 4, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.
- 4.6 Where the Price Index referred to in Paragraph 4.4:
- 4.6.1 used to carry out an Indexation calculation is updated (for example due to it being provisional) then the Indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise; or
- 4.6.2 is no longer published, the Buyer and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.
- 4.7 Set Up and Implementation Costs payments and, for the avoidance of and doubt, the respective caps on each Set Up and Implementation Cost category line item are not subject to Indexation.
- 4.8 Exit Costs payments are not subject to Indexation save that the respective caps on each Exit Cost category line item are subject to Indexation.
- 4.9 If the Buyer elects to extend the Contract Period beyond the Call-Off Initial Period the Buyer shall in the three (3) Month period prior to the expiry of the then current Contract Period enter into good faith discussions/correspondence with the Supplier (for a period of not more than thirty (30) Working Days) to identify any necessary Variation to the Charges, which shall apply for the relevant Call-Off Optional Extension Period, subject always to Paragraph 4.13.
- 4.10 For the avoidance of doubt both Parties accept and acknowledge that any Variation to the Charges pursuant to Paragraph 4.9 shall not have the effect of altering the economic balance of the Contract during the relevant Call-Off Optional Extension Period in favour of the Supplier in a manner not provided for in the terms of the Contract.
- 4.11 If the Supplier is requesting an increase in the Charges to apply during the relevant Call-Off Optional Extension Period as a result of a Variation pursuant to Paragraph 4.9, the Supplier shall demonstrate to the Buyer (in confidence)

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the percentage amount by which the salary Costs of the Supplier for the relevant staff providing the Services has increased over the period between the Call-Off Start Date and the date three (3) Months before the end of the then current Contract Period and this percentage shall be the maximum increase in the Charges allowed during the relevant Call-Off Optional Extension Period, subject also to the increase cap set out in Paragraph 4.13.

- 4.12 If a Variation to the Charges is justified and agreed by the Parties following the process in Paragraphs 4.9 to 4.11 (inclusive) and in accordance with the Variation Procedure, the revised agreed Charges will take effect from the first day of the relevant Call-Off Optional Extension Period and shall apply during such relevant Call-Off Optional Extension Period and to the continued provision of the Services during any Termination Assistance Period which may follow the relevant Call-Off Optional Extension Period.
- 4.13 Any increase in the Charges shall not exceed the percentage change in the 'Services Producer Price Inflation (SPPI) N – Administrative and Support Services' between the Call-Off Start Date and the date three (3) Months before the end of the then current Contract Period.
- 4.14 Subject to Paragraph 4.12, where this Contract expires or is terminated early for any reason, the Supplier shall where requested by the Buyer continue to provide the Services to the Buyer during the Termination Assistance Period (in accordance with Paragraph 6 (*Termination Assistance Period*) of Call-Off Schedule 10 (*Exit Management*) and the Charges for the continued provision of the Services shall be those Charges and prices applicable immediately prior to such expiry or early termination.

5. Optional Services

- 5.1 Pursuant to Paragraph 4.1 of Part B (*Charging Mechanisms*), the Monthly Fixed Price Service Charge and Monthly Variable Service Charges may be agreed to be varied if the Buyer gives notice pursuant to Paragraph 15.1 (*Optional Services*) of Call-Off Schedule 20 (*Call-Off Specification*) that it requires the Supplier to provide any or all of the Optional Services in which case the Variation Procedure and Paragraph 4.1 of Part B (*Charging Mechanisms*) shall be followed reflecting where reasonably necessary an appropriate adjustment to the pricing and charging mechanisms for the Service Charges set out in this Call-Off Schedule.

6. Delay Payments

- 6.1 If a Key Milestone has not been Achieved on or before the relevant Milestone Date, the Supplier shall pay a Delay Payment to the Authority in respect of that Key Milestone in accordance with the provisions of Paragraph 9.1 of (*Delay Payments*) of Call-Off Schedule 13 (*Implementation Plan and Testing*) and the provisions of this Paragraph 6.
- 6.2 Delay Payments shall accrue at a daily rate (with any part day's Delay counting as a day) calculated based upon:
- 6.2.1 for Milestone 3 (*Initial Operating Capability*) the Band 1 Monthly Fixed Price Service Charge set out in table 2.1 (*Monthly Fixed Price Service*

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Charge) in Annex 1 (*Pricing Mechanisms*) divided by twenty-two (22);
or

6.2.2 for Milestone 4 (*Full Operating Capability Complete*) the Band 3 Monthly Fixed Price Service Charge set out in table 2.1 (*Monthly Fixed Price Service Charge*) in Annex 1 (*Pricing Mechanisms*) divided by twenty-two (22).

6.3 Delay Payment amounts in the table in Paragraph 6.2 are stated exclusive of VAT.

6.4 The Delay Payment in respect of a Key Milestone shall be shown as a deduction from the amount due from the Buyer to the Supplier in the next invoice due to be issued by the Supplier after the expiry of the Delay Period Limit. If the relevant Key Milestone is not Achieved by the expiry of the Delay Period Limit and no invoice is due to be issued by the Supplier within 10 Working Days of expiry of the Delay Limit Period, then the Supplier shall within 10 Working Days of expiry of the Delay Period Limit:

6.4.1 issue a credit note to the Buyer in respect of the total amount of the Delay Payment in respect of the Key Milestone; and

6.4.2 pay to the Buyer as a debt a sum equal to the total amount of the Delay Payment in respect of the Key Milestone together with interest on such amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.

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PART D: EXCESSIVE SUPPLIER PROFIT MARGIN

In this Schedule, the following definitions apply:

“Achieved Profit Margin”	means the cumulative Supplier Profit Margin calculated from (and including) the Call-Off Start Date (or, if applicable, the date of the last adjustment to the Charges made pursuant to Paragraph 2 (<i>Adjustment to the Charges in the Event of Excess Supplier Profit</i>) of Part D) to (and including) the last day of the previous Contract Year;
“Maximum Permitted Profit Margin”	means 2% (two per cent) in excess of the Supplier Anticipated Profit Margin.

1. Limit on Supplier Profit Margin

- 1.1 The Supplier acknowledges that where the Achieved Profit Margin applicable in any Contract Year exceeds the Maximum Permitted Profit Margin, then the gain share mechanism set out in Paragraph 2 (*Gainshare Payment in the Event of Excess Supplier Profit*) shall apply.
- 1.2 The Supplier shall include in each Annual Contract Report the Achieved Profit Margin as at the end of the Contract Year to which the Annual Contract Report is made up and the provisions of Paragraphs 2 of Part B (*Financial Reports*) of Annex 2 (*Financial Reports and Financial Audit Rights*) shall apply to the approval of the Annual Contract Report.
- 1.3 Annex 2 (*Financial Reports and Financial Audit Rights*) to this Call-Off Schedule 5 (*Pricing Details*) shall apply to the approval of the Annual Contract Report.

2. Gainshare Payment in the Event of Excess Supplier Profit

- 2.1 If an Annual Contract Report demonstrates (or it is otherwise determined pursuant to Paragraph 2 of Part B (*Financial Reports*) of Annex 2 (*Financial Reports and Financial Audit Rights*)) that the Achieved Profit Margin as at the end of the Contract Year to which the Annual Contract Report is made up exceeds the Maximum Permitted Profit Margin the level of Achieved Profit Margin in each Contract Year will determine how any Supplier Profit over and above the Maximum Permitted Profit Margin will be shared.
- 2.2 The Supplier Anticipated Profit Margin is the percentage (%) stated by the Supplier as its anticipated profit margin in the Order Form. Any Supplier Profit in excess of the Maximum Permitted Profit Margin shall be paid to the Buyer as per the following table. In this example a Supplier Anticipated Profit Margin of 5% (five per cent) is used:

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Achieved Profit Margin	Metric (rounded to the nearest 1 decimal place)	Share of Supplier Profit
Less than the Supplier Anticipated Profit Margin	≤5.0%	Supplier retains all.
Up to the Supplier Anticipated Profit Margin plus 2% (two per cent). The 'Maximum Permitted Profit Margin' .	>5.0% to 7.0%	Supplier retains all.
Supplier Profit in excess of the Supplier Anticipated Profit Margin plus 2% (i.e. excess Supplier Profit).	> 7.0%	Any Supplier Profit above 7.0 is paid to the Buyer.

- 2.3 The Supplier shall within 5 (five) Working Days of delivery to the Buyer of the Annual Contract Report notify the Buyer (with reasonable details) of the amount of Supplier Profit in excess of the Maximum Permitted Profit Margin and shall provide a calculation of such sum representing all of the Supplier Profit (over the relevant Contract Year) in excess of the Maximum Permitted Profit Margin (the "**Gainshare Payment Amount**"). If the Parties cannot agree such Gainshare Payment Amount either Party may refer the Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 2.4 Subject to the relevant provisions of this Schedule, the Supplier shall make payment to the Buyer within thirty (30) days of verifying that the Gainshare Payment Amount is valid and undisputed.
- 2.5 Unless the Parties agree otherwise in writing, the Supplier shall pay the Gainshare Payment Amount to the Buyer in sterling by electronic transfer of funds to the bank account specified by the Buyer.

3. Pro rata payment of Gainshare Payment Amount upon early Termination or Expiry

- 3.1 Where this Contract expires or otherwise terminates part way through a Contract Year, the Supplier shall promptly following such expiry or early termination calculate whether a Gainshare Payment Amount is due to the Buyer on a pro rata basis for the part of the relevant Contract Year up to the date of expiry or early termination of this Contract.

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PART E**INVOICING AND PAYMENT TERMS****1. Supplier Invoices**

1A. In addition to the provisions set out in Clause 4 of the Core Terms the following terms of this Part E shall apply to invoicing and payment of the Charges (including the one-time payment of the Set Up and Implementation Costs and Exit Costs) pursuant to this Schedule.

1B. The Buyer shall accept for processing any electronic invoice that complies with any standards required by this Contract or otherwise agreed in writing by the Parties, provided that it is valid and undisputed.

1.1 If the Supplier proposes to submit for payment an invoice that does not comply with such agreed standards the Supplier shall:

1.1.1 comply with the requirements of the Buyer's e-invoicing system;

1.1.2 prepare and provide to the Buyer for approval of the format a template invoice within 10 (ten) Working Days of the Effective Date which shall include, as a minimum the details set out in Paragraph 1.2 together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable (including, a Certificate of Costs with Supporting Documentation); and

1.1.3 make such amendments as may be reasonably required by the Buyer if the template invoice outlined in Paragraph 1.1.2 is not approved by the Buyer.

1.2 The Supplier shall ensure that each invoice is submitted in the correct format for the Buyer's e-invoicing system, or that it contains the following information:

1.2.1 the date of the invoice;

1.2.2 a unique invoice number;

1.2.3 the Service Period or other period(s) to which the relevant Charge(s) relate;

1.2.4 the correct reference for this Contract;

1.2.5 the reference number of the purchase order to which it relates (if any);

1.2.6 the dates between which the Services subject of each of the Charges detailed on the invoice were performed;

1.2.7 a description of the Services;

1.2.8 the pricing mechanism used to calculate the Charges;

1.2.9 not used;

1.2.10 the total Charges gross and net of any applicable Deductions and, separately, any VAT or other sales tax payable in respect of each of the same;

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- 1.2.11 details of any Service Credits or similar deductions that shall apply to the Charges detailed on the invoice;
 - 1.2.12 reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
 - 1.2.13 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - 1.2.14 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
 - 1.2.15 and any other information reasonably required by the Buyer.
- 1.3 The Supplier shall invoice the Buyer in respect of Services in accordance with the requirements of Part B (*Charging Mechanisms*). The Supplier shall first submit to the Buyer a draft invoice setting out the Charges payable. The Parties shall endeavour to agree the draft invoice within 5 (five) Working Days of its receipt by the Buyer, following which the Supplier shall be entitled to submit its invoice.
- 1.4 Each invoice and draft invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 1.5 The Supplier shall submit all invoices and Supporting Documentation via E-mail to:
- APinvoices-DWP-U@sscl.gse.gov.uk***
- with a copy (again including any Supporting Documentation and required Certificate of Costs) to such other person and at such place as the Buyer may notify to the Supplier from time to time.
- 1.6 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.
- 1.7 The Buyer shall consider each invoice in a timely fashion and shall regard an invoice as valid only if it complies with the provisions of this Part E. For the avoidance of doubt, undue delay by the Buyer in considering an invoice shall not be sufficient justification for failing to regard an invoice as valid and undisputed. Where any invoice does not conform to the Buyer's requirements set out in this Part E, the Buyer shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

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2. Payment Terms

- 2.1 Subject to the relevant provisions of this Schedule, the Buyer shall make payment to the Supplier within thirty (30) days of verifying that the invoice is valid and undisputed.
- 2.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.
- 2.3 Where the Supplier contracts with a Sub-contractor it shall include within such Sub-contracts obligations on the Supplier to verify and pay invoices which are no less onerous than the obligations set out in Paragraphs 1.2 and 2.1 above.

ANNEX 1: PRICING MECHANISMS

TABLE 1: MAXIMUM ONE-OFF COSTS

One-off Cost Type	One-off Cost category line item descriptions	Maximum one-off Cost payments (the applicable one-off Cost caps) £ (GBP)
Set Up and Implementation Costs	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
Exit Costs	[REDACTED]	[REDACTED]

Note to Table 1: See Paragraphs 2.5 of 2.6 of Part A (*Pricing*) to determine whether the caps set out in Table 1 are subject to Indexation. For the avoidance of any doubt the payment sums in respect of any Costs paid pursuant to Paragraphs 1 and 2 of Part B (*Charging Mechanisms*) are not subject to Indexation.

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TABLE 2: SERVICE CHARGES**TABLE 2.1: Monthly Fixed Price Service Charge**

Available Hours provided by FTE Agent per Month	Monthly Fixed-Price Service Charge amount £ (GBP)	Pricing Mechanism (VOL / FIX / T&M)	Service Charge Trigger Event	Service Charge Expiration Trigger Event
0 – 236,000 Available Hours per Month (" Band 1 ")	[REDACTED]	Fixed Per Month	Service Commencement Date	Call-Off Expiry Date
236,001 to 353,999 Available Hours per Month (" Band 2 ")	[REDACTED]	Fixed Per Month	Service Commencement Date	Call-Off Expiry Date
354,000 to 530,400 Available Hours per Month (" Band 3 ")	[REDACTED]	Fixed Per Month	Service Commencement Date	Call-Off Expiry Date

TABLE 2.2: Monthly Variable Service Charge – calculation metric - Price Per FTE Agent Available Hour

Number of FTE Agents provided in the Month	FTE Agent role	Price per FTE Agent Available Hour		Pricing Mechanism (VOL / FIX / T&M)	Service Charge Trigger Event	Service Charge Expiration Trigger Event
		Home Working	Supplier Site			
1 - 249	Entry Level Agent or equivalent	[REDACTED]	[REDACTED]	Volume	Service Commencement Date	Call-Off Expiry Date
	Intermediate Level Agent or equivalent	[REDACTED]	[REDACTED]	Volume	Service Commencement Date	Call-Off Expiry Date
	Team Leader or equivalent	[REDACTED]	[REDACTED]	Volume	Service Commencement Date	Call-Off Expiry Date
250-999	Entry Level Agent or equivalent	[REDACTED]	[REDACTED]	Volume	Service Commencement Date	Call-Off Expiry Date
	Intermediate Level Agent or equivalent	[REDACTED]	[REDACTED]	Volume	Service Commencement Date	Call-Off Expiry Date
	Team Leader or equivalent	[REDACTED]	[REDACTED]	Volume	Service Commencement Date	Call-Off Expiry Date
1000+	Entry Level Agent or equivalent	[REDACTED]	[REDACTED]	Volume	Service Commencement Date	Call-Off Expiry Date
	Intermediate Level Agent or equivalent	[REDACTED]	[REDACTED]	Volume	Service Commencement Date	Call-Off Expiry Date
	Team Leader or equivalent			Volume	Service Commencement Date	Call-Off Expiry Date

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TABLE 3: SUPPLIER STAFF RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES

Staff Grade	Hour Rate (£)
Discovery	[REDACTED]
Design Lead	[REDACTED]
Business Analyst	[REDACTED]
Trainer	[REDACTED]
Operational Support – MI	[REDACTED]
Operational Support – IT	[REDACTED]
Duty Manager	[REDACTED]
Project Manager	[REDACTED]

Note to Table 3 – For calculating Charges on a time and materials basis relating to Agent resources (including Entry Level Agents or equivalent, Intermediate Level Agents or equivalent or Team Leader or equivalent), the hourly prices for Agents set out in Table 2.2 (*Monthly Variable Service Charge – calculation metric - Price Per Agent Hour*) shall apply.

ANNEX 2: FINANCIAL REPORTS AND FINANCIAL AUDIT RIGHTS

1. Definitions

- 1.1. The definitions set out in Joint Schedule 1 (*Definitions*) shall apply to this Schedule.

PART A: FINANCIAL TRANSPARENCY OBJECTIVES AND OPEN BOOK DATA

1. Financial Transparency Objectives

- 1.1. The Supplier acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Buyer in order to achieve, the following objectives:

1.1.1. Understanding the Charges

- (a) for the Buyer to understand any payment sought from it by the Supplier including an analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin;
- (b) for both Parties to be able to understand the Financial Model and Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (c) to facilitate the use of Maximum Permitted Profit Margin;

1.1.2. Agreeing the impact of Change

- (a) for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges;
- (b) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

1.1.3. Continuous improvement

- (a) for the Parties to challenge each other with ideas for efficiency and improvements; and
- (b) to enable the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the “**Financial Transparency Objectives**”).

2. Open Book Data

- 2.1. The Supplier acknowledges the importance to the Buyer of the Financial Transparency Objectives and the Buyer's need for complete transparency in the way in which the Charges are calculated.

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2.2. During the Contract Period, and for a period of 7 (seven) years following the end of the Contract Period, the Supplier shall:

2.2.1. maintain and retain the Open Book Data (and have a separate profit centre on their accounting system for this Contract which includes all income and costs); and

2.2.2. disclose and allow the Buyer and/or the Audit Agents access to the Open Book Data.

3. Onerous Contracts

3.1. If the Supplier publicly designates the Contract as an Onerous Contract (including where the Supplier has identified the Contract as such in any published accounts or public reports and announcements), the Supplier shall promptly notify the Buyer of the designation and shall prepare and deliver to the Buyer within the timescales agreed by the Parties (an in any event, no later than 2 (two) months following the publication of the designation) a draft Onerous Contract Report which includes the following:

3.1.1. an initial root cause analysis of the issues and circumstances which may have contributed to the Contract being designated as an Onerous Contract;

3.1.2. an initial risk analysis and impact assessment on the provision of the Services as a result of the Supplier's designation of the Contract as an Onerous Contract;

3.1.3. the measures which the Supplier intends to put in place to minimise and mitigate any adverse impact on the provision on the Services; and

3.1.4. details of any other options which could be put in place to remove the designation of the Contract as an Onerous Contract and/or which could minimise and mitigate any adverse impact on the provision of the Services.

3.2. Following receipt of the Onerous Contract Report, the Buyer shall review and comment on the report as soon as reasonably practicable and the Parties shall cooperate in good faith to agree the final form of the report, which shall be submitted to the Commercial Board, such final form report to be agreed no later than 1 (one) month following the Buyer's receipt of the draft Onerous Contract Report.

3.3. The Commercial Board shall meet within 14 (fourteen) Working Days of the final Onerous Contract Report being agreed by the Parties to discuss the contents of the report; and the Parties shall procure the attendance at the meeting of any key participants where reasonably required (including the Cabinet Office Markets and Suppliers team where the Supplier is a Strategic Supplier; representatives from any Key Sub-contractors; and the project's senior responsible officers (or equivalent) for each Party).

3.4. The Supplier acknowledges and agrees that the report is submitted to the Buyer and Programme Board on an information only basis and the Buyer and Programme Board's receipt of and comments in relation to the report shall not be deemed to be an acceptance or rejection of the report nor shall it relieve the

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Supplier of any liability under this Contract. Any Variations to be agreed by the Parties pursuant to the report shall be subject to the Variation Procedure.

PART B: FINANCIAL REPORTS

1. Provision of the Financial Reports

1.1. The Supplier shall provide

- 1.1.1. the Contract Inception Report on or before the Effective Date; and
- 1.1.2. during the Contract Period the following financial reports to the Buyer, in the frequency specified below:

Financial Report	When to be provided
Contract Amendment Report	Within 1 month of a Material Variation being agreed between the Supplier and the Buyer
Quarterly Contract Report	Within 1 month of the end of each Quarter
Annual Contract Report	Within 1 month of the end of the Contract Year to which that report relates
Final Reconciliation Report	Within 6 (six) months after the end of the Contract Period

- 1.2. The Supplier shall provide to the Buyer the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this Contract. The Buyer shall be entitled to modify the template for any Financial Report by giving written notice to the Supplier, including a copy of the updated template.
- 1.3. A copy of each Financial Report shall be held by both the Buyer and the Supplier. If there is a Dispute regarding a Financial Report, the Buyer's copy of the relevant Financial Report shall be authoritative.
- 1.4. Each Financial Report shall:
 - 1.4.1. be completed by the Supplier using reasonable skill and care;
 - 1.4.2. incorporate and use the same defined terms as are used in this Contract;
 - 1.4.3. quote all monetary values in pounds sterling;
 - 1.4.4. quote all Costs as exclusive of any VAT; and
 - 1.4.5. quote all Costs and Charges based on current prices.
- 1.5. Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Financial Report), acting with express Buyer, as:

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- 1.5.1. being accurate and not misleading;
 - 1.5.2. having been prepared in conformity with generally accepted accounting principles within the United Kingdom;
 - 1.5.3. being a true and fair reflection of the information included within the Supplier's management and statutory accounts; and
 - 1.5.4. compliant with the requirements of Paragraph 1.6.
- 1.6. The Supplier shall:
 - 1.6.1. prepare each Financial Report using the same methodology as that used for the Contract Inception Report;
 - 1.6.2. ensure that each Annual Contract Report and each Contract Amendment Report (if any) is a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
 - 1.6.3. the Final Reconciliation Report is a true and fair reflection of the Costs; and
 - 1.6.4. not have any other internal financial model in relation to the Services inconsistent with the Financial Model.
- 1.7. During the Contract Period, and for a period of 18 (eighteen) months following the end of the Contract Period, the Supplier shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Buyer may have on any of the Financial Reports and/or Open Book Data.
- 1.8. If the Supplier becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:
 - 1.8.1. the Costs incurred (or those forecast to be incurred) by the Supplier; and/or
 - 1.8.2. the forecast Charges for the remainder of the Contract Period,the Supplier shall, as soon as practicable, notify the Buyer in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this Paragraph 1.8 shall not have the effect of amending any provisions of this Contract.

2. Financial Model

- 2.1. Following the delivery by the Supplier of each Annual Contract Report and any Contract Amendment Report:
 - 2.1.1. the Parties shall meet to discuss its contents within 10 (ten) Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting;
 - 2.1.2. the Supplier shall make appropriate Supplier Staff and advisers available to discuss any variations between the relevant Financial Report and the Contract Inception Report or immediately preceding Annual Contract Report or Contract Amendment Report (as the case may be) and to explain such variations (with reference to supporting evidence) to the satisfaction of the Buyer; and

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- 2.1.3. the Buyer shall either within 10 (ten) Working Days of the meeting referred to in Paragraph 2.1.1 notify the Supplier that:
 - (a) the relevant Financial Report contains errors or omissions or that further explanations or supporting information is required, in which event the Supplier shall make any necessary modifications to the Financial Report and/or supply the Buyer with such supporting evidence as is required to address the Buyer's concerns within 10 (ten) Working Days of such notification and the Buyer shall following receipt of such amended Financial Report and/or supporting information, approve or reject such Financial Report; or
 - (b) the Buyer has approved the relevant Financial Report.
- 2.2. Following approval by the Buyer of the relevant Financial Report in accordance with Paragraph 2.1.3, that version shall become, with effect from the date of such approval, the current approved version of the Financial Model for the purposes of this Contract, a version of which shall be held by both the Buyer and the Supplier. If there is a Dispute regarding a Financial Report, the Buyer's copy of the relevant Financial Report shall be authoritative.
- 2.3. If the Parties are unable to reach agreement on any Financial Report within 30 (thirty) Working Days of its receipt by the Buyer, the matter shall be referred for determination in accordance with Annex B (*Dispute Resolution Procedure*) of Call-Off Schedule 15 (*Call-Off Contract Management*).
- 3. Discussion of Quarterly Contract Reports and Final Reconciliation Report**
 - 3.1. Following the delivery by the Supplier of each Quarterly Contract Report, the Parties shall meet to discuss its contents within 10 (ten) Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.
 - 3.2. Following the delivery by the Supplier of the Final Reconciliation Report, the Parties shall meet to discuss its contents within 10 (ten) Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.
- 4. Key Sub-Contractors**
 - 4.1. The Supplier shall, if requested by the Buyer, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its Key Sub-contractors.
 - 4.2. Without prejudice to Paragraph 1.1 of Part C (*Financial Audit Rights*), the Supplier shall:
 - 4.2.1. be responsible for auditing the financial models/reports of its Key Sub-contractors and for any associated costs and expenses incurred or forecast to be incurred; and
 - 4.2.2. on written request by the Buyer, provide the Buyer or procure that the Buyer is provided with:

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- (a) full copies of audit reports for the Key Sub-contractors. The Buyer shall be entitled to rely on such audit reports; and
- (b) further explanation of, and supporting information in relation to, any audit reports provided.

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PART C: FINANCIAL AUDIT RIGHTS**1. Audit Rights**

1.1 The Buyer, acting by itself or through its Audit Agents, shall have the right during the Contract Period and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors of the Supplier's obligations under this Contract, including for the following purposes:

- 1.1.1 to verify the integrity and content of any Financial Report;
- 1.1.2 to verify the accuracy of the Charges and any other amounts payable by the Buyer under this Contract (and proposed or actual variations to such Charges and payments);
- 1.1.3 to verify the Costs (including the amounts paid to all Sub-contractors and any third party suppliers);
- 1.1.4 to verify the Certificate of Costs and/or the Open Book Data;
- 1.1.5 to verify the Supplier's and each Key Sub-contractor's compliance with this Contract and applicable Law;
- 1.1.6 to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- 1.1.7 to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor and/or any Key Sub-contractors or their ability to perform the Services;
- 1.1.8 to obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- 1.1.9 to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;

2. Conduct of Audits

- 2.1 The Buyer shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Buyer deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 2.2 Subject to the Buyer's obligations of confidentiality, the Supplier shall on demand provide the Buyer and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:

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- 2.2.1 all information requested by the Buyer within the permitted scope of the audit;
 - 2.2.2 reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 2.2.3 access to the Supplier System; and
 - 2.2.4 access to Supplier Staff.
- 2.3 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 2.4 The Buyer shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- 2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Buyer for all the Buyer's reasonable costs incurred in connection with the audit.

3. Use of Supplier's Internal Audit Team

- 3.1 As an alternative to the Buyer's right pursuant to Paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Buyer may require in writing that an audit is undertaken by the Supplier's own internal audit function for any of the purposes set out in Paragraph 1.1.
- 3.2 Following the receipt of a request from the Buyer under Paragraph 3.1 above, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Buyer has unfettered access to:
 - 3.2.1 the resultant audit reports; and
 - 3.2.2 all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.

4. Response to Audits

- 4.1 If an audit undertaken pursuant to Paragraphs 1 or 3 identifies that:
 - 4.1.1 the Supplier has committed a Default, the Buyer may (without prejudice to any rights and remedies the Buyer may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;
 - 4.1.2 there is an error in a Financial Report, the Supplier shall promptly rectify the error;

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Project Version: v1.0

Model Version: v1.0

Call-Off Schedule 5 (Pricing Details)

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4.1.3 the Buyer has overpaid any Charges, the Supplier shall pay to the Buyer:

- a) the amount overpaid;
- b) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of Overpayment by the Buyer up to the date of repayment by the Supplier; and
- c) the reasonable costs incurred by the Buyer in undertaking the audit,

the Buyer may exercise its right to deduct such amount from the Charges if it prefers; and

4.1.4 the Buyer has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Buyer.

Call-Off Schedule 5 (Pricing Details)

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ANNEX 3: PRO-FORMA CERTIFICATE OF COSTS

I [***name of CFO or Director of Finance or equivalent as agreed in advance in writing with the Buyer***] of [***insert name of Supplier***], certify that the financial information provided as part of this Certificate of Costs, incurred in relation to the [***insert name/reference for the Call-Off Contract***] (the "**Agreement**") in relation to the following [Set Up and Implementation Costs OR Exit Costs (*as applicable*)]:

[***Insert reference to "Set Up and Implementation Costs" OR "Exit Costs" as applicable***]

- 1 has been reasonably and properly incurred in accordance with [***name of Supplier***]'s books, accounts, other documents and records;
- 2 is accurate and not misleading in all key respects; and
- 3 is in conformity with the Agreement and with all generally accepted accounting principles within the United Kingdom.

Signed [***Director of Finance or equivalent***]

[***Name of Supplier***]

Call-Off Schedule 6 (ICT Services) – Not Used

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Call-Off Schedule 6 (ICT Services)

Not Used

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

Call-Off Schedule 7 (Key Supplier Staff)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

1. 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 ensure 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.

Call-Off Schedule 7 (Key Supplier Staff)

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- 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)

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 shall apply to this Schedule.

Part A: BCDR Plan

1. BCDR Plan

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 At least twenty (20) 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:
 - 1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.2.2 the recovery of the Deliverables in the event of a Disaster.
- 1.3 The BCDR Plan shall be divided into four sections:
 - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 1.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");
 - 1.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
 - 1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2. General Principles of the BCDR Plan (Section 1)

- 1.5 Section 1 of the BCDR Plan shall:
 - 1.5.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 1.5.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

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- 1.5.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 1.5.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 1.5.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - a) contain a risk analysis, including:
 - b) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - c) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - e) a business impact analysis of different anticipated failures or disruptions;
- 1.5.6 provide for documentation of processes, including business processes, and procedures;
- 1.5.7 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 1.5.8 identify the procedures for reverting to "normal service";
- 1.5.9 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;
- 1.5.10 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 1.5.11 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;
- 1.5.12 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the

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business continuity and disaster recovery elements of the BCDR Plan;

- 1.5.13 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
 - 1.5.14 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Service Suppliers in each case as notified to the Supplier by the Buyer from time to time.
- 1.6 The BCDR Plan shall be designed so as to ensure that:
- 1.6.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 1.6.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 1.6.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 1.6.4 it details a process for the management of disaster recovery testing.
- 1.7 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.
- 1.8 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.

2. Business Continuity (Section 2)

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

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

3. Disaster Recovery (Section 3)

- 3.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 3.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 3.2.1 loss of access to the Buyer Premises;
 - 3.2.2 loss of utilities to the Buyer Premises;
 - 3.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 3.2.4 loss of a Subcontractor;
 - 3.2.5 emergency notification and escalation process;
 - 3.2.6 contact lists;
 - 3.2.7 staff training and awareness;
 - 3.2.8 BCDR Plan testing;
 - 3.2.9 post implementation review process;
 - 3.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

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- 3.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 3.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 3.2.13 testing and management arrangements.

4. Insolvency Continuity Plan (section 4)

- 4.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Subcontractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 4.2 The Insolvency Continuity Plan shall include the following:
 - 4.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;
 - 4.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
 - 4.2.3 plans to manage and mitigate identified risks;
 - 4.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
 - 4.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
 - 4.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.
- 4.3 Not Used.

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4.4 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

4.4.1 where an Insolvency Event of a Key Subcontractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

4.4.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

5. Review and changing the BCDR Plan

5.1 The Supplier shall review the BCDR Plan:

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

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

5.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 5.1.1 and 5.1.2 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.

5.2 Each review of the BCDR Plan pursuant to Paragraph 5.1 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.

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

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- 5.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

6. Testing the BCDR Plan

- 6.1 The Supplier shall test the BCDR Plan:
 - 6.1.1 regularly and in any event not less than once in every Contract Year;
 - 6.1.2 in the event of any major reconfiguration of the Deliverables; and
 - 6.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 6.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 6.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 6.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 6.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 6.5.1 the outcome of the test;
 - 6.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

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

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

7. Invoking the BCDR Plan

- 7.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
- 7.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
- 7.2.1 where an Insolvency Event of a Key Subcontractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
- 7.2.2 where there is an Insolvency Event of the Supplier, and the insolvency arrangements enable the Supplier to invoke the plan.

8. Circumstances beyond your control

- 8.1 The Supplier shall not be entitled to relief under Clause 21 of the Core Terms (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.

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Part B: Corporate Resolution Planning

1 Service Status and Supplier Status

- 1.1 This Contract is a Critical Service Contract.
- 1.2 The Supplier shall notify the Buyer in writing within five (5) Working Days of the Effective Date and throughout the Call-Off Contract Period within one hundred and twenty (120) days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2 Provision of Corporate Resolution Planning Information

- 2.1 Paragraphs 2 to 4 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
 - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within sixty (60) days of the Effective Date; and
 - 2.2.2 except where it has already been expressly provided for in accordance with this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within sixty (60) days of the date of the Appropriate Authority's or Appropriate Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
 - 2.3.1 is full, comprehensive, accurate and up to date;
 - 2.3.2 is split into two parts:
 - 2.3.3 Group Structure Information and Resolution Commentary;
 - 2.3.4 UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - 2.3.5 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the

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- Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;
- 2.3.6 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
- 2.3.7 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 2.2. 2.8 and 2.9 of this Part B, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than sixty (60) days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
- 2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
- 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
- 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within thirty (30) days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 2.2.2 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 36 of the Core Terms at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Government Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under

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Paragraph 2.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:

2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than twelve (12) months has elapsed since it was issued and no more than eighteen (18) months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.

2.8 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);

2.8.2 within thirty (30) days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;

2.8.3 within thirty (30) days of the date that:

(a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or

(b) none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

2.8.4 in any event, within six (6) months after each Accounting Reference Date or within fifteen (15) months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:

(a) updated CRP Information has been provided under any of Paragraphs 2.8.1, 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than twelve (12) months previously) within the timescales that would ordinarily be

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required for the provision of that information under this Paragraph 2.8.4; or

(b) unless not required pursuant to Paragraph 2.10.

2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

2.10.1 AA- or better from Moody's;

2.10.2 AA- or better from Standard and Poors; or

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 2.8.

2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8.

3. Termination Rights

3.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:

3.1.1 the Supplier fails to provide the CRP Information within four (4) months of the Effective Date if this is a Critical Service Contract

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

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or otherwise within four (4) months of the Appropriate Authority's or Appropriate Authorities' request; or

- 3.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within four (4) months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 11.4.1 of the Core Terms applies and Clauses 11.6.1 and 11.6.2 of the Core Terms shall apply accordingly.

4. Confidentiality and usage of CRP Information

- 4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under Paragraph 4.1 of this Part B and Clause 16 of the Core Terms.
- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality; and
- 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
- 1 summarising the information;
 - 2 grouping the information;
 - 3 anonymising the information; and

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4 presenting the information in general terms.

- 4.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

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Appendix 1: Group structure information and resolution commentary

1. The Supplier shall:

- 1.1 provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
- 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
- 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

Appendix 2: UK Public Sector / CNI Contract Information

1. The Supplier shall:

- 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - 1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - 1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key Subcontractor under the agreement with the end recipient; or
 - 1.1.3 involve or could reasonably be considered to involve CNI;
- 1.2 provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Call-Off Schedule 9 (Security)

1 GENERAL

- 1.1 The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, comply with the Buyer's security requirements as set out in the Contract which include the requirements set out in this Call-Off Schedule 9 (Security) to the Contract (the "**Buyer's Security Requirements**"). The Buyer's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Buyer Assets, the Buyer's IT Environment and the Supplier's IT Environment.

2 DEFINITIONS

- 2.1 The definitions set out in Joint Schedule 1 shall apply to this Schedule.
- 2.2 Reference to any notice to be provided by the Supplier to the Buyer shall be construed as a notice to be provided by the Supplier to the Buyer's Authorised Representative.

3 PRINCIPLES OF SECURITY

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

4 ISO/IEC 27001 COMPLIANCE, CERTIFICATION AND AUDIT

- 4.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to ISO/IEC 27001 (the "**ISO Certificate**") in relation to the Services during the Contract Period. The ISO Certificate shall be provided by the Supplier to the Buyer on the dates as agreed by the Parties.
- 4.2 The Supplier shall appoint:
- 4.2.1 an Information Security Manager; and
 - 4.2.2 a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time.
- 4.3 The Supplier shall notify the Buyer of the identity of the Information Security Manager on the Effective Date and, where applicable, within five (5) Working Days following any change in the identity of the Information Security Manager.
- 4.4 The Supplier shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:

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- 4.4.1 a scope statement (which covers all of the Services provided under this Contract);
 - 4.4.2 a risk assessment (which shall include any risks specific to the Services);
 - 4.4.3 a statement of applicability;
 - 4.4.4 a risk treatment plan; and
 - 4.4.5 an incident management plan,
- in each case as specified by ISO/IEC 27001.
- 4.5 The Supplier shall provide the Information Security Management System to the Buyer upon request within ten (10) Working Days from such request.
 - 4.6 The Supplier shall notify the Buyer of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within two (2) Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Buyer or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the Contract Period after the first date on which the Supplier was required to provide the ISO Certificate in accordance with Paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a material Default entitling the Buyer to exercise its rights under Clause 11.4 of the Core Terms (When CCS or the Buyer can end this contract).
 - 4.7 The Supplier shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within ten (10) Working Days after completion of the relevant audit provide any associated security audit reports to the Buyer.
 - 4.8 Notwithstanding the provisions of Paragraph 4.1 to Paragraph 4.7, the Buyer may, in its absolute discretion, notify the Supplier that it is not in compliance with the Buyer's Security Requirements and provide details of such non-compliance. The Supplier shall, at its own expense, undertake those actions required in order to comply with the Buyer's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Buyer's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a material Default entitling the Buyer to exercise its rights under Clause 11.4 of the Core Terms (When CCS or the Buyer can end this contract).

5 CYBER ESSENTIALS PLUS SCHEME

- 5.1 The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "**Cyber Essentials Plus Certificate**") in relation to the Services during Contract Period. The Cyber Essentials Plus Certificate shall be provided by the Supplier to the Buyer annually on the dates as agreed by the Parties.

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- 5.2 The Supplier shall notify the Buyer of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within two (2) Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Contract Period after the first date on which the Supplier was required to provide a Cyber Essentials Plus Certificate in accordance with Paragraph 5.1 (regardless of whether such failure is capable of remedy) shall constitute a material Default entitling the Buyer to exercise its rights under Clause 11.4 of the Core Terms (When CCS or the Buyer can end this contract).

6 RISK MANAGEMENT

- 6.1 The Supplier shall operate and maintain policies and processes for risk management (the “**Risk Management Policy**”) during the Contract Period which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Buyer’s Security Requirements are met (the “**Risk Assessment**”). The Supplier shall provide the Risk Management Policy to the Buyer upon request within ten (10) Working Days of such request. The Buyer may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Buyer’s Security Requirements. The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Buyer within one (1) calendar Month of such request or on a date as agreed by the Parties.
- 6.2 The Supplier shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Supplier’s IT Environment or in the threat landscape or (iii) at the request of the Buyer. The Supplier shall provide the report of the Risk Assessment to the Buyer, in the case of at least annual Risk Assessments, within five (5) Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one (1) calendar Month after completion of the Risk Assessment or on a date as agreed by the Parties. The Supplier shall notify the Buyer within five (5) Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 6.3 If the Buyer decides, at its absolute discretion, that any Risk Assessment does not meet the Buyer’s Security Requirements, the Supplier shall repeat the Risk Assessment within one calendar Month of such request or as agreed by the Parties.
- 6.4 The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer’s own risk management processes regarding the Services.
- 6.5 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this

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Paragraph 6. Any failure by the Supplier to comply with any requirement of this Paragraph 6 (regardless of whether such failure is capable of remedy), shall constitute a material Default entitling the Buyer to exercise its rights under Clause 11.4 of the Core Terms (When CCS or the Buyer can end this contract).

7 SECURITY AUDIT AND ASSURANCE

- 7.1 The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the “**Information Security Questionnaire**”) at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one (1) calendar month from the date of request.
- 7.2 The Supplier shall conduct Security Tests to assess the Information Security of the Supplier’s IT Environment and, if requested, the Buyer’s IT Environment. In relation to such Security Tests, the Supplier shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Supplier’s IT Environment or in the Buyer’s IT Environment or (iii) at the request of the Buyer which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Buyer. The Supplier shall provide any report of such Security Tests within one (1) calendar month following the completion of such Security Test or on a date agreed by the Parties. The Supplier shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Buyer in its absolute discretion.
- 7.3 The Buyer shall be entitled to send the Buyer’s Authorised Representative to witness the conduct of any Security Test. The Supplier shall provide to the Buyer notice of any Security Test at least one (1) month prior to the relevant Security Test.
- 7.4 Where the Supplier provides code development services to the Buyer, the Supplier shall comply with the Buyer’s Security Requirements in respect of code development within the Supplier’s IT Environment and the Buyer’s IT Environment.
- 7.5 Where the Supplier provides software development services, the Supplier shall comply with the code development practices specified in the Buyer’s Security Requirements.
- 7.6 The Buyer, or an agent appointed by it, may undertake Security Tests in respect of the Supplier’s IT Environment after providing advance notice to the Supplier. If any Security Test identifies any non-compliance with the Buyer’s Security Requirements, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified non-

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compliance in the manner and timeframe as stipulated by the Buyer at its absolute discretion. The Supplier shall provide all such co-operation and assistance in relation to any Security Test conducted by the Buyer as the Buyer may reasonably require.

7.7 Not Used

7.8 Not Used

7.9 Not Used

7.10 Not Used

7.11 The Buyer shall schedule regular security governance review meetings which the Supplier shall, and shall procure that any Subcontractor (as applicable) shall, attend.

8 PCI DSS COMPLIANCE AND CERTIFICATION

8.1 Where the Supplier obtains, stores, processes or transmits payment card data, the Supplier shall comply with the PCI DSS.

8.2 The Supplier shall obtain and maintain up-to-date attestation of compliance certificates (“**AoC**”) provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance (“**RoC**”) provided by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the “**PCI Reports**”), during the Contract Period. The Supplier shall provide the respective PCI Reports to the Buyer upon request within ten (10) Working Days of such request.

8.3 The Supplier shall notify the Buyer of any failure to obtain a PCI Report or a revocation of a PCI Report within two (2) Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

9 SECURITY POLICIES AND STANDARDS

9.1 The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, comply with the Security Policies and Standards.

9.2 Notwithstanding the foregoing, the Buyer’s Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Variation, any change in the Buyer’s Security Requirements resulting from such Variation (if any) shall be agreed by the Parties in accordance with the Variation Procedure. Where any such change constitutes an Operational Change, any change in the Buyer’s Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties in accordance with the Change Control Procedure.

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- 9.3 The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

10 CYBER SECURITY INFORMATION SHARING PARTNERSHIP

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

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ANNEX A: BUYER SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

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

(published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

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ANNEX B: SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

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

Call-Off Schedule 10 (Exit Management)

1. DEFINITIONS

- 1.1. The definitions set out in Joint Schedule 1 shall apply to this Schedule.

2. PREPARATION FOR CONTRACT EXIT

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

3. ASSISTING RE-COMPETITION FOR DELIVERABLES

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

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

4. EXIT PLAN

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

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- 4.3.8. proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4. The Supplier shall:
- 4.4.1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. TERMINATION ASSISTANCE

- 5.1. The Buyer shall be entitled to 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 require the provision of Termination Assistance. The Termination Assistance Notice shall specify:
- 5.1.1. the nature of the Termination Assistance required; and
 - 5.1.2. 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.

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- 5.2. 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:
 - 5.2.1. no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2. 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.
- 5.3. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. TERMINATION ASSISTANCE PERIOD

- 6.1. Throughout the Termination Assistance Period the Supplier shall without limitation:
 - 6.1.1. continue to provide the Deliverables (as applicable) and Services (as applicable including any required business as usual Services) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels as set out in Call-Off Schedule 14 (*Service Levels*), the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer; and
 - 6.1.6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

- 6.2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.3 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. OBLIGATIONS WHEN THE CONTRACT IS TERMINATED

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

8. ASSETS, SUB-CONTRACTS AND SOFTWARE

- 8.1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

Call-Off Schedule 10 (Exit Management)

Call-Off Ref: Contract Reference ecm_11965

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- 8.1.1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 8.2.1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2. which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

- 8.6. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7. The Buyer shall:
- 8.7.1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 20 of the Core Terms (Other people's rights in this Contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. NO CHARGES

- 9.1. Unless otherwise stated in this Call-Off Schedule, the Buyer shall not be obliged to pay for Costs incurred by the Supplier or any Charges in relation to its compliance with this Schedule.
- 9.2. The Supplier shall be entitled to recover its Exit Costs in accordance with Paragraph 2 (*Exit Costs*) Part B (*Charging Mechanisms*) of Call-Off Schedule 5 (*Pricing Details*) for undertaking Termination Assistance activities where and to the extent required by the Buyer pursuant to a Termination Assistance Notice.

10. DIVIDING THE BILLS

- 10.1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1. the amounts shall be annualised and divided by 365 to reach a daily rate;

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- 10.1.2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 11 (Installation Works) - Not Used

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Call-Off Schedule 11 (Installation Works)

Not Used

Call-Off Schedule 12 (Clustering) – Not Used

Call-Off Ref: Contract Reference ecm_11965

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Call-Off Schedule 12 (Clustering)

Not Used

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A: Implementation

1. DEFINITIONS

- 1.1. The definitions set out in Joint Schedule 1 (*Definitions*) shall apply to this Part A.

2. SCHEDULE PURPOSE

- 2.1. This Schedule describes:
- 2.1.1. the process for approval of the Detailed Implementation Plan;
 - 2.1.2. the process for the update and maintenance of the Detailed Implementation Plan; and
 - 2.1.3. the contractual governance for the delivery of the Detailed Implementation Plan and any subsequent amendments.

3. APPROVAL OF THE DRAFT DETAILED IMPLEMENTATION PLAN

- 3.1. The Outline Implementation Plan is set out in Annex 1 to this Part A and is expected to form the basis of the Detailed Implementation Plan, subject to the provisions of this Part A of Call-Off Schedule 13 (*Implementation Plan and Testing*).
- 3.2. The Supplier shall submit the Draft Detailed Implementation Plan to the Buyer for Approval within two (2) Working Days of the Call-Off Start Date.
- 3.3. Prior to Approval of the Draft Detailed Implementation Plan in accordance with Paragraph 3.2, the Buyer shall have the right:
- 3.3.1. to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
 - (a) details of the Supplier's intended approach to the Draft Detailed Implementation Plan and its development;
 - (b) copies of any drafts of the Draft Detailed Implementation Plan produced by the Supplier; and
 - (c) any other work in progress in relation to the Draft Detailed Implementation Plan;
 - 3.3.2. to require the Supplier to include any reasonable changes or provisions in the Draft Detailed Implementation Plan;
 - 3.3.3. to immediately reject the Draft Detailed Implementation Plan produced by the Supplier where the Supplier has amended the Call-Off Start Date and/or the Milestones and associated Milestone Dates from those stated in the Outline Implementation Plan.

Call-Off Schedule 13 (Implementation Plan and Testing)

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- 3.4. Following receipt of the Draft Detailed Implementation Plan from the Supplier, the Buyer shall:
 - 3.4.1. review and comment on the Draft Detailed Implementation Plan as soon as reasonably practicable; and
 - 3.4.2. notify the Supplier in writing that it approves or rejects the Draft Detailed Implementation Plan no later than five (5) Working Days after the date on which the Draft Detailed Implementation Plan is first delivered to the Buyer.
- 3.5. If the Buyer rejects the Draft Detailed Implementation Plan whether at the Approval stage or at any later review point:
 - 3.5.1. the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
 - 3.5.2. the Supplier shall then revise the Draft Detailed Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised Draft Detailed Implementation Plan to the Buyer for the Buyer's approval within five (5) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted Draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.6. If the Buyer approves a new version of the Draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan as the then current contractual implementation plan and be known as the Detailed Implementation Plan from the date of the Buyer's written notice of approval (the "**Detailed Implementation Plan**").

4. UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

- 4.1. Following the Approval of the Draft Detailed Implementation Plan by the Buyer:
 - 4.1.1. without prejudice to this Paragraph 4.1.1, the Buyer shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Buyer within five (5) Working Days of receiving such a request from the Buyer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
 - 4.1.2. any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
 - 4.1.3. the Supplier's performance against the Detailed Implementation Plan shall be monitored at the Implementation Meetings and the Implementation Board. In preparation for such meetings, the

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Supplier shall provide the current Detailed Implementation Plan to the Buyer not less than two (2) Working Days in advance of each meeting of the Implementation Meeting and Implementation Board.

- 4.2. Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring Approval, any material amendments to the Detailed Implementation Plan shall be subject to the Variation Procedure provided that:
 - 4.2.1. any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
 - 4.2.2. in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Paragraph 9.2 of this Call-Off Schedule 13 (*Implementation Plan and Testing*).
- 4.3. Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been Approved in writing by the Buyer.

5. GOVERNANCE

- 5.1. Within thirty (30) Working Days after the start of the Contract Period the Buyer shall complete and provide to the Supplier the governance structure information as required in Annex 3: (*Representation and structure of Implementation Meetings*).
- 5.2. The Supplier will participate in the following meetings in order to monitor its performance against the Detailed Implementation Plan:
 - 5.2.1. **"Implementation Board"** which follows the structure set out in Annex 3 (*Representation and structure of Implementation Meetings*) and shall be the forum in which the Parties shall:
 - (a) meet fortnightly or more frequently if required by the Authority;
 - (b) maintain oversight of the Supplier's delivery of the Detailed Implementation Plan; and
 - (c) provide a forum for issue resolution, unblocking and escalation from the Implementation Meeting;
 - 5.2.2. **"Implementation Meeting"** which follows the structure set out in Annex 3 (*Representation and structure of Implementation Meetings*) and shall be the forum in which the Parties shall:
 - (a) meet at least weekly or more frequently if required by the Authority; and
 - (b) monitor the Supplier's day to day progress on the delivery of the Detailed Implementation Plan.
- 5.3. The Supplier will facilitate the meetings (virtual or face to face), and supply meeting room facilities at no additional cost to the Buyer to support partnership working. Arrangements for use will be agreed in advance with the Supplier.

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6. GOVERNMENT REVIEWS

- 6.1. The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance (and associated costs) as may be required for this purpose within the Charges.

7. SECURITY REQUIREMENTS BEFORE THE START DATE

- 7.1. The Supplier shall note that it is incumbent upon it to understand the lead-in period for security clearances and ensure that all relevant Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in its Implementation Plan.
- 7.2. The Supplier shall ensure that all Supplier Staff and Sub-contractors do not access or attempt to access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they and the Supplier have satisfied the Buyer's security requirements.
- 7.3. The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Sub-contractors in accordance with the Buyer's requirements.
- 7.4. The Supplier shall provide the names of all Supplier Staff and Sub-contractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract Period.
- 7.5. The Supplier shall ensure that all Supplier Staff and Sub-contractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether 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.
- 7.6. If relevant Buyer Premises requires Supplier Staff or Sub-contractors to be accompanied by the Buyer Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

8. WHAT TO DO IF THERE IS A DELAY

- 8.1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 8.1.1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 8.1.2. include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 8.1.3. comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

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- 8.1.4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

9. COMPENSATION AND GOVERNANCE FOR A DELAY

DELAY PAYMENTS

- 9.1. If Delay Payments have been included in the Implementation Plan (and Call-Off Schedule 5 (*Pricing Details*)) 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 in Paragraph 6 of Part C (*Adjustments to the Charges and Risk Register*) of Call-Off Schedule 5 (*Pricing Details*)) and the following provisions shall apply:
- 9.1.1. the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 9.1.2. Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
- (a) the Buyer is entitled to or does terminate this Contract pursuant to Core Term Clause 11.4 (*When CCS or the Buyer can end this contract*); or
- (b) the Delay exceeds the number of days (the "**Delay Period Limit**") specified in the Outline Implementation Plan set out in Annex 1 commencing on the relevant Milestone Date;
- 9.1.3. the Delay Payments will accrue daily from the relevant Milestone Date until the date when the Milestone is Achieved;
- 9.1.4. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 9.1.5. Delay Payments shall not be subject to or count towards any limitation on liability set out in Core Terms Clause 12 (*How much you can be held responsible for*).

BUYER CAUSE

- 9.2. Notwithstanding any other provision of this Call-Off Schedule 13 (*Implementation Plan and Testing*) if the Supplier has failed to Achieve a Milestone by its Milestone Date (a "**Supplier Non-Performance**"), and can demonstrate that the Supplier Non-Performance would not have occurred but for a Buyer Cause, then (subject to the Supplier fulfilling its obligations in this Paragraph 9.2):
- 9.2.1. the Supplier shall not be treated as being in breach of this Call-Off Schedule 13 (*Implementation Plan and Testing*) to the extent the

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- Supplier can demonstrate that the Supplier Non-Performance was caused by the Buyer Cause;
- 9.2.2. the Buyer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance;
- 9.2.3. where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
- (a) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Buyer Cause;
 - (b) if the Buyer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Buyer Cause; and
 - (c) if the Milestone is a Key Milestone, the Supplier shall have no liability to pay any Delay Payments associated with the Key Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Buyer Cause.
- 9.2.4. In order to claim any of the rights and/or relief referred to in this Paragraph 9.2, the Supplier shall as soon as reasonably practicable (and in any event within ten (10) Working Days) after becoming aware that an Buyer Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Buyer notice (a "**Relief Notice**") setting out details of:
- (a) the Supplier Non-Performance;
 - (b) the Buyer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Agreement;
 - (c) any steps which the Buyer can take to eliminate or mitigate the consequences and impact of such Buyer Cause; and
 - (d) the relief and/or compensation claimed by the Supplier.
- 9.2.5. Following the receipt of a Relief Notice, the Buyer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Buyer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Buyer Cause and its entitlement to relief and/or compensation, consulting with the Supplier where necessary.
- 9.2.6. The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Buyer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.
- 9.2.7. Without prejudice to Clause 36.3, if a Dispute arises as to:
- (a) whether a Supplier Non-Performance would not have occurred but for an Buyer Cause; and/or

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- (b) the nature and/or extent of the relief and/or compensation claimed by the Supplier,
 - (c) either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.
- 9.2.8. Any Change that is required to the Implementation Plan or to the Charges pursuant to this Paragraph 9.2 shall be implemented in accordance with the Variation Procedure.

10. IMPLEMENTATION PLAN

- 10.1. The Implementation Period will be as stated in the Implementation Plan.
- 10.2. The Supplier shall commence its full service obligations on the Call-Off Start Date as set out in Order Form.
- 10.3. In accordance with the Detailed Implementation Plan and the Call-Off Schedule 20 (*Call-Off Specification*), the Supplier shall:
- 10.3.1. work with the Buyer to understand and adopt the operational processes and procedures necessary for FTE Agents and other Supplier Staff to follow in order to provide the TCR Services in accordance with this Contract and prepare a plan which demonstrates how the Supplier will mobilise the recruitment and provision of the FTE Agents and the TCR Services;
 - 10.3.2. liaise and work closely with the Buyer to enable the Supplier's full completion of the Implementation Period activities; and
 - 10.3.3. produce and implement the agreed Detailed Implementation Plan, to be agreed by the Buyer (in accordance with the process as set out above), for carrying out the necessary implementation requirements within the Implementation Period including Milestones and dependencies as described in Annex 2 (*Draft Detailed Implementation Plan Contents and Milestones*).
- 10.4. In addition, the Supplier shall:
- 10.4.1. 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;
 - 10.4.2. mobilise all resources necessary to provide the Services specified in the Call-Off Specification in accordance with the Call-Off Contract;
 - 10.4.3. where applicable, produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be

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paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and

- (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 10.4.4. manage and report progress against the Implementation Plan;
- 10.4.5. construct and maintain an Implementation Risk and Issue Register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them (**"Implementation Risk and Issue Register"**);
- 10.4.6. attend Implementation 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
- 10.4.7. ensure that all risks associated with the Implementation Period are minimised to ensure a smooth mobilisation of resources and implementation of all activities necessary for the Supplier to commence provision of the TCR Services from the Service Commencement Date in accordance with the requirements of this Call-Off Contract (including the Service Levels).

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Annex 1: Outline Implementation Plan

[REDACTED]

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

Annex 2: Draft Detailed Implementation Plan Contents and Milestones

1. The Supplier shall ensure that the Draft Detailed Implementation Plan:
 - 1.1. incorporates all of the Milestones and Milestone Dates set out at a high level in Paragraph 1.2(below) of this Annex 2 and as more particularly described in the Outline Implementation Plan set out in Annex 1 (*Outline Implementation Plan*) of this Part A;
 - 1.2. includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
 - (a) the completion of each design document;
 - (b) the completion of the build phase;
 - (c) the completion of any Testing to be undertaken in accordance with this Call-Off Schedule 13 (Implementation Plan and Testing); and
 - (d) training and roll-out activities;
 - 1.3. clearly outlines all the steps required to implement the Milestones, in conformity with the Buyer Requirements;
 - 1.4. clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - 1.5. sets out all required dependencies, risks, and mitigations; and
 - 1.6. is produced using a software tool as specified, or agreed by the Buyer.
2. The Milestones shall be based on the following structure:
 - 2.1. **M1 - Effective Date**
 - 2.2. **M2 - Build and Test Complete** - including but not limited to the following:
 - (a) Provision of all relevant IT Equipment including laptops, headsets etc. and associated lead times. Establishment of secure and stable connectivity provided by the Supplier to the Buyer Systems, for both homeworking and office working.
 - (b) Provision of all relevant IT equipment including laptops, headsets etc and associated lead times.
 - (c) First users connected to Buyer services.
 - (d) Agreed location and premise arrangement to provide sufficient accommodation and delivery model.
 - 2.3. **M3 - Initial Operating Capability** - including but not limited to the following:
 - (a) Training (as defined in Joint Schedule 1 (Definitions)) complete. Recruitment completed for the initial Supplier FTE in line with the Supplier's Draft Detailed Implementation Plan.
 - (b) Train the trainer complete for 30 Competent Trainers.

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- (c) Resource names and team structures defined and provided to the Buyer.
- (d) Buyer System access in place and testing for initial tranche of FTE Agent names and team structures completed.
- (e) Onboarding and wider Supplier led training started.
- (f) Initial TCR Service delivery commenced by FTE Agents.

2.4. M4 - Full Operating Capability - including but not limited to the following:

- (a) 2500 FTE Agents onboarded and trained within 8 months of the Contract Start Date to the standards within the end of training assessment.
- (b) Supplier FTE Agents are delivering the TCR Service.

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Annex 3: Representation and Structure of Implementation Meetings

Implementation Board

Buyer Representatives of Implementation Board:	Project Manager/Implementation Lead (Chairperson) Commercial Lead Universal Credit Operations Finance lead Contract Management Team Lead Digital Lead Security Lead Subject Matter Experts as applicable
Supplier Representatives of Implementation Board:	Project Sponsor Project Manager/Implementation Lead Operations Lead Stage Managers (as applicable) Digital Technology Lead Contract Management Lead
Start date for Implementation Board meetings:	w/c 8 th July 2024
Frequency of Implementation Board meetings:	Fortnightly, moving to weekly at close proximity to launch
Location of Implementation Board meetings:	Virtual via MS Teams or face to face if required
Required meeting inputs and responsibility:	Update on outstanding actions/tasks, review and impact new risks, issues. All representatives responsible for their areas.
Required meeting outputs and responsibility:	Agreements on next steps and any additional activities required, updated critical path. All representatives responsible for their areas.
Escalates to:	Commercial Board

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Implementation Meeting

Buyer Representatives of the Implementation Meeting:	Project Manager/Implementation Lead (Chairperson) Commercial Representative Universal Credit Operations Contract Management Team Digital Representative Security Representative Subject Matter Experts as applicable
Supplier Representatives of the Implementation Meeting:	Project Manager Stage Managers (as applicable) Relevant Subject Matter Experts (ad hoc re: current deliverables)
Start Date for the Implementation Meeting:	w/c 1 st July 2024
Frequency of the Implementation Meeting:	Weekly or more frequent as required and all parties agree
Location of the Implementation Meeting:	Virtual – MS Teams
Required meeting inputs and responsibility:	Secretariat (Supplier) Collation of agenda items for both Supplier and the Buyer, collate and distribution of papers, updates on action points
Required meeting outputs and responsibility:	Secretariat (Supplier and Buyer)
Escalates to:	Implementation Board

Part B: Testing

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 (*Definitions*) shall apply to this Part B.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
- 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued an Achievement Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 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.
- 2.4 Prior to the issue of an Achievement Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 2.5 Any Disputes between the Buyer and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Call-Off Start Date but in any case, no later than twenty (20) Working Days after the Call-Off Start Date.
- 3.2 The final Test Strategy shall include:
- 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

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- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case, no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the timetable for the Tests, including start and end dates;
 - (b) the Testing mechanism;
 - (c) dates and methods by which the Buyer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - (d) the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - (e) the format and an example of Test progress reports and the process with which the Buyer accesses daily Test schedules;
 - (f) the process which the Buyer will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
 - (g) the schedule for Testing;
 - (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
 - (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

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- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

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

6. How Deliverables will be tested

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

7. Performing the tests

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

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- 7.5.2 the final Test Report within five (5) Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each Party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue an Achievement Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Achievement Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

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

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to Call Off Schedule 15 (*Contract Management*) using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend (either in person or virtually) and engage in the performance of the Tests on behalf of the Buyer to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
 - 9.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the Test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a **"Testing**

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Quality Audit") subject to the provisions set out in the agreed Implementation Plan.

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

11. Outcome of the testing

- 11.1 The Buyer will issue an Achievement Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria, then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue an Achievement Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or

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re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

11.4 The Buyer shall issue an Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:

11.4.1 the issuing by the Buyer of Achievement Certificates and/or conditional Achievement Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

11.5 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.

11.6 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 an Achievement Certificate.

11.7 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue an Achievement Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

11.8 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 an Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.8.1 any Rectification Plan shall be agreed before the issue of a conditional Achievement Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 11.5); and

11.8.2 where the Buyer issues a conditional Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

12.1 The issue of an Achievement Certificate and/or a conditional Achievement Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

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

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12.2 Notwithstanding the issuing of any Milestone Achievement Certificate (including the Milestone Achievement Certificate in respect of Milestone 4 (*Full Operating Capability*)), the Supplier shall remain solely responsible for ensuring that:

12.2.1 the Call-Off Tender as designed and developed is suitable for the delivery of the Services and meets the Buyer Requirements;

12.2.2 the Services are implemented in accordance with this Contract; and

12.2.3 each Target Performance Level is met from the Service Commencement Date.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

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

2. Severity 2 Error

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

3. Severity 3 Error

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

4. Severity 4 Error

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

5. Severity 5 Error

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

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Annex 2: Achievement Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Achievement Certificate

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

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

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

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

[OR]

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

1. Definitions

- 1.1. The definitions set out in Joint Schedule 1 shall apply to this Schedule.

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

- 2.1. The Supplier shall at all times following the Service Commencement Date (except where a Grace Period applies) provide the Deliverables to meet or exceed the relevant Target Performance Levels for each Service Level.
- 2.2. Where indicated against a Service Level that it shall not apply for an initial period following commencement of the Services then the Service Credit provisions of this Call-Off Schedule 14 (and any targets except for the purpose of Paragraph 2.3) shall not apply to such services during such period (a "**Grace Period**").
- 2.3. During any Grace Period the Parties shall monitor actual Supplier performance metrics based on specific data points (including data available through the Buyer's case management tool, UC application and equivalent Buyer process comparisons) and the Buyer shall propose and the Parties shall (acting reasonably) discuss and agree what is a reasonable threshold (and related details) for the applicable Service Level which shall apply following the expiry of such Grace Period. Where thresholds (and related details) are set out against Service Levels in Annex 1 (*Service Levels and Service Credits Table – Targeted Case Review*) these shall be indicative during the Grace Period.
- 2.4. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in this Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.5. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (*Performance Monitoring*) of this Schedule.
- 2.6. A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.6.1. the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap as defined in Joint Schedule 1 (*Definitions*); and/or
- 2.6.2. the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;

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- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.6.3. the Buyer is entitled to terminate and/or terminates this Contract pursuant to Clause 11.4 of the Core Terms (*CCS and Buyer Termination Rights*).
- 2.7. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, propose a change in the applicable Service Level Performance Measure and/or Service Credit metrics in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.7.1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.7.2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities, and/or to reflect changing industry standards; and
 - 2.7.3. there is no change to the Service Credit Cap.

3. Critical Service Level Failure

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

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

4. Repeat Service Level Failure

- 4.1. If a Service Level Failure occurs more than once in respect of the same Service Level in either any:
 - 4.1.1. Four (4) week rolling period for weekly performance indicators; and
 - 4.1.2. Three (3) month rolling period for monthly performance indicators,

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(each a “**Rolling SC Period**” and as indicated in Annex 1 to Part A of this Schedule 14) such Service Level Failure shall be a “**Repeat Service Level Failure**” and shall be subject to the Service Credits set out in Annex 1 as applicable to the Rolling SC Period (and for the avoidance of doubt the Service Credits that would have accrued due to a single Service Level Failure for that Service Level shall cease to apply to individual Service Level Failures during the Rolling SC Period).

5. Exceptional Performance Additional Payment

5.1. In relation only to Service Level SL3 (*Productivity-Weekly*), and at the Buyer's sole and absolute discretion, after conclusion of the Grace Period, where in a month:

5.1.1. the Supplier has met or exceeded the relevant Target Performance Levels in respect of all other Service Levels; and

5.1.2. the Supplier's actual performance percentage (%) for Service Level SL3 (*Productivity-Weekly*) has exceeded 100% by a percentage determined by the Buyer at the time,

then the Buyer shall pay to the Supplier an additional payment of a percentage determined by the Buyer at the time (“**Exceptional Performance Additional Payment**”) which shall in the first instance be set off against any outstanding Service Credits due to the Buyer or if none then paid to the Supplier by the Buyer as an additional one-off charge excluding VAT to be invoiced and paid subject to Paragraph 5.2 and Part E (*Invoicing and Payment Terms*) of Call-Off Schedule 5 (*Pricing Details*).

5.2. Where the Supplier is entitled to submit an invoice for an Exceptional Additional Payment in accordance with this Paragraph 5, such invoice shall not be payable by the Buyer unless all adjustments (including Service Credits) relating to the Service Charges for the immediately preceding Service Period have been agreed.

Part A: Service Levels and Service Credits

1. Service Levels

1.1. If the level of performance of the Supplier:

1.1.1. is likely to fail or fails to meet any Target Performance Level; or

1.1.2. is likely to cause or causes a Critical Service Level Failure to occur,

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

- (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring.
- (b) instruct the Supplier to comply with the Rectification Plan Process.
- (c) if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the relevant calculation formula below.

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Annex 1 to Part A: Service Levels and Service Credits Table – Targeted Case Review

Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)	Service Credit (SC) for each Service Period.
SL1	Quality - Monthly	Monthly quality target achievement measured against random selection of completed case reviews (excluding handover checks).	Quality Standards as set out in Paragraph 8 (<i>Performance Management and Quality</i>) of Call-Off Schedule 20 (<i>Call-Off Specification</i>). A minimum of 2 (two) checks per Agent, per month.	Target Performance Level	≥90.0%	N/A
			<u>On-boarding relaxation of Target Performance Level</u> As a qualification to this SL1, in order to reflect the impact of on-boarding new Agents during the initial six months of delivery, for Agents within weeks one to eight following their go live date, the overall Quality requirement will be a minimum of two checks per Agent, per month and a requirement to achieve a Target Performance Level of ≥80% rather than ≥90% (to allow for consolidation of competence). From week nine, the quality score requirement will apply as stated in columns to the right. For the avoidance of doubt during any such period there shall be no Service Level Threshold and Critical Service Level Failure in relation to such on-boarding resource.	below Target Performance Level	80.0% to 89.9%	2% of the relevant month's total Monthly Variable Service Charges calculated for the TCR Service. Rolling SC (more than 1 (one) Service Level Failure occurrence in any 3 (three) month rolling period) 5% Service Credit is also applied to the relevant month's total Monthly Variable Service Charges calculated for the TCR Service.

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

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Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)	Service Credit (SC) for each Service Period.
				Service Level Threshold and Critical Service Level Failure	<80.0%	N/A
SL2	Quality (Monthly) – Timeliness and accuracy of handover	Handovers to Buyer must: <ul style="list-style-type: none"> be appropriate; contain accurate notes; and be undertaken within required timescale and at the appropriate point in the claims review process. 	<p>A minimum of 2 (two) checks per Agent, per month. Checking regime and performance measure to be developed and refined throughout the Implementation Period.</p> <p><u>On-boarding relaxation of Target Performance Level</u></p> <p>As a qualification to this SL2, in order to reflect the impact of on-boarding new Agents during the initial six months of delivery, for Agents within weeks one to eight following their go live date, the overall Quality requirement will be a minimum of two checks per Agent, per month and a requirement to achieve a Target Performance Level of ≥80% rather than ≥90% (to allow for consolidation of competence). From week nine, the quality score requirement will apply as stated in columns to the right. For the avoidance of doubt during any such period there shall be no Service Level Threshold and Critical Service Level Failure in relation to such on-boarding resource.</p>	Target Performance Level	90.0%	N/A
				below Target Performance Level	80.0% to 89.9%	<p>6% of the relevant month's total Monthly Variable Service Charges calculated for the TCR Service.</p> <p>Rolling SC (more than 1 (one) occurrence in any 3 (three) month rolling period) 10% Service Credit is also applied to the relevant month's total Monthly Variable Service Charges calculated for the TCR Service.</p>
				Critical Service Level Failure and Service Level Threshold	< 80.0%	N/A

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

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Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement <small>Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)</small>	Service Credit (SC) for each Service Period.
SL3	Productivity - Weekly	Weekly number of case reviews that have completed appropriate process journey. Note: a Grace Period of six months following the Service Commencement Date shall apply to this Service Level.	Weekly number of case reviews that have completed appropriate process journey against the number of agreed/payable Available Hours over the measurement period. Note: where the Service Level Threshold has not been met this shall be a % less than 100% but where it has been exceeded the % may be over 100%.	Target Performance Level	TBC	N/A
				below Target Performance Level	TBC	<p>95%-99.9% performance achieved = 1% of the total Monthly Variable Service Charges calculated for the relevant week.</p> <p>90%- 94.9% performance achieved = 2% of the total Monthly Variable Service Charges calculated for the relevant week.</p> <p><90% performance achieved = 4% of the total Monthly Variable Service Charges calculated for the relevant week.</p> <p>Rolling SC (more than 1 (one) Service Level Failure occurrence in any 4 (four) week rolling period) then a 6% Service Credit is also applied to the relevant month's total Monthly Variable Service Charges for the TCR Service.</p>

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Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)	Service Credit (SC) for each Service Period.
				Critical Service Level Failure and Service Level Threshold	TBC	N/A
SL4	Resources-Monthly	<p>Deployment of the required number of Available Hours.</p> <p>Note: the required number of Available Hours shall be informed by the number of FTE Agent resources to be deployed at the relevant time and this number shall be multiplied by the [REDACTED] (Suppliers Available Hours per week that reflects shrinkage (including holidays and other non-productive time)). The number of FTE Agent resources to be deployed shall be as stated in Call-Off Schedule 20 (<i>Call-Off Specification</i>) at Paragraph 5.2 (being 500 FTE Agents by 7 October 2024 with a further 500 FTE Agents for each month following up to 2,500) subject to any ramp-up/down (under Paragraph 5.3 (<i>Resource ramp up and down (FTE Agent Numbers Change Mechanism)</i> of Call-Off Schedule 20 (<i>Call-Off Specification</i>)).</p>	<p>The required number of Available Hours deployed by the Supplier to the TCR Service in the measurement period +/- 2.5% (two and one-half per cent), with a year end maximum exception of +1 % (one per cent).</p> <p>Any supply of FTE Agent resources over the 2.5% (two and one-half per cent) cannot be made without prior written permission of the Buyer.</p>	Target Performance Level	100.0%	N/A
				below Target Performance Level	82.0% to 99.9%	<p>92%-97.4% performance achieved = 5% of the total Monthly Variable Service Charges calculated for the relevant week.</p> <p>87% – 91.9%% performance achieved = 7.5% of the total Monthly Variable Service Charges calculated for the relevant week.</p> <p><82%% performance achieved = 10% of the total Monthly Variable Service Charges calculated in for the relevant week.</p>
				Critical Service Level Failure and Service Level Threshold	<82.0%	N/A

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Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)	Service Credit (SC) for each Service Period.
SL5	MI – Weekly Accuracy	Accurate daily and weekly, deployment of Available Hours MI reports delivered to timescale as per Annex 1 (<i>The Authority's Management Information Specification</i>) to Part B of this Call-Off Schedule 14.	Timescale missed and/or inaccurate MI reports delivered.	Target Performance Level	100.0%	N/A
				below Target Performance Level	<100.0%	<p>£150 Service Credit where the error(s) are detected on a daily or weekly operational report.</p> <p>Where error(s) in daily or weekly MI are undetected until the monthly MI report, then a weekly Service Credit of £150 will be applied with effect from the week the error(s) first occurred for the remainder of the Service Period.</p> <p>Rolling SC (more than 1 (one) Service Level Failure occurrence in any 4 (four) week rolling period) then a £900 Service Credit is applied.</p>
SL6	MI – Monthly Accuracy	Accurate Monthly MI reports delivered to timescale as per Annex 1 (<i>The Authority's Management Information Specification</i>) to Part B of this Call-Off Schedule 14.	Timescale missed and/or inaccurate MI reports delivered.	Target Performance Level	100.0%	N/A

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Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)	Service Credit (SC) for each Service Period.
		Applicable to: <ul style="list-style-type: none"> Deployed available Hours reports; Quality reports; Complaints reports; and MI contained within the monthly security audit. 		below Target Performance Level	<100.0%	<p>£600 Service Credit applied where the Service Level Failure occurs and where the error(s) are detected and unique to the relevant monthly MI report.</p> <p>Rolling SC (more than 1 (one) Service Level Failure occurrence in any 3 (three) month rolling period) then a £6,000 Service Credit is also applied.</p>
SL7	Complaints - Monthly	Volume of upheld complaints received of cases worked – where the Claimant has been engaged.	Volume not to exceed 0.0025% of all cases handled where the Claimant has been engaged.	Target Performance Level	0.0025%	N/A
				below Target Performance Level	<0.0025%	<p>£600 Service Credit applied.</p> <p>Rolling SC (more than 1 Service Level Failure occurrence in any 3 (three) month rolling period) then a £6,000 Service Credit is also applied.</p>
SL8	Data Transfer Incidents - Monthly	The Supplier MUST comply with Annex A (Buyers Security Policies and Standards) to Call-Off Schedule 9 (<i>Security</i>).	There should be no data transfer incidents.	Target Performance Level	100.0%	N/A

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Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)	Service Credit (SC) for each Service Period.
		All data transfers MUST be undertaken using the secure Government network, email via Microsoft Outlook or accredited Buyer Systems. Any exceptions must be discussed with the Buyers contract management team before any activity takes place. Any single failure will result in a severe security breach.		below Target Performance Level	< 100.0%	£600 Service Credit applied. Rolling SC (more than 1 (one) Service Level Failure occurrence in any 3 (three) month rolling period) then a £6,000 Service Credit is also applied.
SL9	Security Audit Failure	The Supplier shall be audited monthly. If the Buyer's contract management team finds significant non-compliance with the Buyer's Security Requirements as set out in Call-Off Schedule 9 (<i>Security</i>) the Supplier shall be deemed to have failed the audit. Failure of this security related Audit will be treated as a security breach. Significant non-compliance is defined as breaches in the Buyer's Security Requirements procedures including system test checks, user records procedures, bogus caller procedures, incident reporting, physical security processes and data security (physical and electronic).	Significant non-compliance in respect of 1 (one) or more elements of the security Audit.	Target Performance Level	100.0%	N/A
				below Target Performance Level	< 100.0%	£1200 Service Credit applied. Rolling SC (more than 1 (one) Service Level Failure occurrence in any 3 (three) month rolling period) then a £6,000 Service Credit is also applied.
SL10	Acceptable Use Policy (AUP)	The Supplier shall comply with the Buyer's Acceptable Use Policy (as referred to in Annex A (<i>Buyer Security Policies and</i>	No more than 2% (two per cent) recorded non-compliance incidents versus headcount per month.	Target Performance Level	2% recorded incidents versus headcount.	N/A

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Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)	Service Credit (SC) for each Service Period.
		Standards) to Call-Off Schedule 9 (Security). The Supplier will provide the Buyers contract management team with a monthly incident report: this will detail all breaches of security and any other non-compliance with the Acceptable Use Policy and will be used to assess this aspect of the Supplier performance and any additional learning and development support. Incidents will include those recorded by the Supplier and those recorded by the Buyer.		below Target Performance Level	> 2% recorded incidents versus headcount.	£1,200 Service Credit applied. Rolling SC (more than 1 (one)_ Service Level Failure occurrence in any 3 (three) month rolling period) then a £6,000 Service Credit is also applied.
SL11	IT Infrastructure - Monthly	Availability of Supplier IT and infrastructure.	IT infrastructure available for 99.96% within DWP operational hours.	Target Performance Level	100.0% to 99.96%	N/A
				below Target Performance Level	< 99.96%	£2,400 Service Credit applied. Rolling SC (more than 1 (one) Service Level Failure occurrence in any 3 (three) month rolling period) then a £6,000 Service credit is also applied.
SL12	IT House Keeping - Monthly	Administration of Next Generation Contact Centre ("NGCC") access to meet security protocols (as per guidance) to ensure Supplier Staff only have access to Buyer Systems they require to provide the Services.	Significant failure on 1 (one) or more elements of the security Audit.	Target Performance Level	100.0%	N/A

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Service Level Code	Service Level Performance Criteria (<i>applies to all TCR Services unless stated otherwise</i>)	Key Indicator	Service Level Performance Measure	Severity Level	Measurement Rounded to the nearest 1 decimal point, excepting SL7 (For the avoidance of doubt <0.05 round down ≥0.05 round up)	Service Credit (SC) for each Service Period.
		Inform the Buyer's contract management team within twelve (12) Operational Hours of when a member of Supplier Staff leaves or requires deletion from Buyer Systems.				

Transparency Reporting

In line with the contractual obligations outlined in Call Off Schedule 1 (*Transparency Reports*) and as part of the government's commitment to increase transparency in the delivery of public services, the Buyer and its suppliers are required to report and publish contract service level performance in the public domain. The Supplier is required to comply with the Buyer in this activity and deliver the government policy intent, requirements for which may be amended or vary from time to time.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process, in respect of the monitoring and reporting of Service Levels, will operate between the Parties. The Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2. 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:
 - 1.2.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3. details of any Critical Service Level Failures;
 - 1.2.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6. such other details as the Buyer may reasonably require from time to time.
- 1.3. The Supplier must promptly notify the Buyer of any:
 - 1.3.1. SL1 and SL2 performance which is <5% of the required Service Level Performance Measure,in any Service Period.

2. Deployed Available Hours MI Reports

- 2.1. Annex 1 to Part B of this Call-Off Schedule 14 details the Management Information required. The MI Reports shall be in such format as agreed between the Parties from time to time and shall contain the information contained at Annex 1 as a minimum.

3. Ad Hoc Reports

- 3.1. The Buyer intends, wherever it can, to capture and collate information through its IT system(s). However, the Buyer does reserve the right to make

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reasonable requests for information (at no additional charge) from the Supplier including ad-hoc requests for information from time to time.

- 3.2. Any additional requests for information shall be considered in consultation with the Supplier as shall the process of defining the methods of collection and timing.

4. Business Review Meeting

- 4.1. The Parties shall attend meetings to discuss Performance Monitoring Reports ("Business Review Meetings") on a Monthly basis. The Business 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 be in accordance with the details set out at Annex A to Call-Off Schedule 15.

5. Satisfaction Surveys

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

Annex 1 to Part B of Schedule 14

The Authority's Management Information Specification

1. Available Hours MI

MI and narrative to summarise planned / required vs. deployed available hours

Daily by 12pm (to reflect previous working day)

Weekly by 12pm each Monday

Monthly by 12:00pm on the first working day of the month

2. Quality (SL1 & SL2)

	Monthly - by 5 th working day of each month
2.1	Number of assessments completed
2.2	Results against quality measure
2.3	Remedial action undertaken
2.4	Identification of any improvements required for both training and quality assessment criteria.

3. Complaints and Compliments

	Monthly - by 5th working day of each month
3.1	Number of complaints and compliments received
3.2	Number directly attributable to Supplier
3.3	Number of complaints upheld, and action taken
3.4	Complaints and compliments as a % of Volume of upheld complaints of cases worked – where customer engaged

4. Performance Review Pack – to include the following metrics but these may change depending on the business and supplier requirements

	Monthly - 24 hours before Scheduled Review Meeting. Data should provide weekly performance data and a separate cumulative monthly view of performance
4.1	Available Hours Deployed
4.2	Outbound call average handling time
4.3	Service Level Agreement
4.4	Quality performance including areas of achievement and concern
4.5	Number of complaints upheld and compliments received
4.6	Number of Six Point Plan (6PP) enacted
4.7	Ad hoc reporting to meet the agile nature of the business

5. Management MI Requirements

	Component By Weekly and Monthly provided by Service Line
5.1	Staff sickness percentage including remedial action being undertaken
5.2	i. Staff attrition percentage (and absolute number of leavers) for the period. To include remedial action being undertaken, alongside: a. full details of reasons for attrition; b. departures resulting from disciplinary action e.g. security breaches; and ii. Permanent staff/ temporary staff ratio.
5.3	Supplier IT System downtime, by system impacted. On request the Supplier will provide a summary report detailing the impact of the system downtime and the activity undertaken to recover including timescales.

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5.4	Percentage shrinkage (required daily as well as weekly and monthly)
5.5	Volume of completed cases : Daily/Weekly/Monthly
5.6	Number of available hours: Daily/Weekly/Monthly/Annually

6. Additional Reports – The Buyer will own the data and any reports produced by the supplier must be shared with the Authority

6.1	Security and quality Audit to be available by 9:00 am on the 5th working day following month end
6.2	Proof of concept and Test and learn reporting
6.3	Ad hoc reports at business and supplier request

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

1. Definitions

1.1 The definitions set out in Joint Schedule 1 shall apply to this Schedule.

2. Schedule Purpose

2.1 This Call-Off Schedule describes:

2.1.1 Contract Management Roles and Approach

- (a) Part A Contract Boards and Meetings
- (b) Annex A: Establishment and Structure
- (c) Governance Meetings
- (d) Operational Meetings
- (e) Annex B: Dispute Resolution Procedure
- (f) Annex C: Risk Register

3. Call OFF Contract Management Roles and Approach

3.1 Contract Management

3.1.1 The Supplier and the Buyer shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

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

3.1.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in Part A (Contract Boards) to this Schedule.

3.2 Role of the Supplier Contract Manager

3.2.1 The Supplier's Contract Manager's shall be:

- (a) 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;
- (b) able to delegate their position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;
- (c) able to cancel any delegation and re-commence the position; and

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- (d) replaced only after the Buyer has received notification of the proposed change.

- 3.3 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regard 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.
- 3.4 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.

4. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues;
 - 4.2.3 monitoring and controlling project plans; and
 - 4.2.4 monitoring and disclosing to the Buyer any risks allocated by the Supplier to their supply chain.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a Risk Register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

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Part A: Contract Boards and Meetings

1. Definitions

- 1.1 The Parties agree to operate the following boards at the locations (or virtual) and at the frequencies set out below.
- 1.2 The definitions set out in Joint Schedule 1 shall apply to this Part A.

2. Establishment and structure for contract governance meetings

- 2.1 Within a reasonable time after the start of the Contract Period the Buyer shall complete and provide to the Supplier Annex A (Representation and Structure of Meetings) of this Part A Call-Off Contract Schedule 15 setting out the structure and detail of the Meetings ("Governance Structure").
- 2.2 Annex A (Representation and Structure of Meetings) of this Part A Call-Off Contract Schedule 15, details the Governance Structure for each meeting, including:
 - 2.2.1 Buyer Representatives;
 - 2.2.2 Supplier Representatives;
 - 2.2.3 frequency of each Meeting (unless otherwise agreed between the Parties);
 - 2.2.4 format of each Meeting including location and/or virtual media; and
 - 2.2.5 the date on which each Meeting shall commence.
- 2.3 Each Party shall ensure that its Representatives will make all reasonable efforts to attend scheduled meetings.
- 2.4 If any Representatives are not able to attend a scheduled meeting, that person shall use all reasonable endeavours to ensure that:
 - 2.4.1 an empowered delegate attends the relevant scheduled meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - 2.4.2 that he/she is debriefed by such delegate after the scheduled meeting.
- 2.5 A chairperson (Buyer or Supplier) shall be appointed by the Buyer in the Governance Structure for each specified Meeting, responsible for:
 - 2.5.1 scheduling the relevant Meetings as specified in this Schedule;
 - 2.5.2 setting the agenda for the relevant Meetings, to achieve required objectives;

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- 2.5.3 circulating relevant materials to all Representatives in advance of such Meeting;
 - 2.5.4 chairing the relevant Meetings;
 - 2.5.5 monitoring the progress of any follow up tasks and activities agreed to be carried out following a Meeting;
 - 2.5.6 ensuring that action points and/or minutes for each relevant Meeting are recorded and disseminated electronically to the appropriate persons and to all meeting participants within seven (7) Working Days after the Meeting; and
 - 2.5.7 facilitating the process or procedure by which any decision agreed at any Meeting is given effect in the appropriate manner.
- 2.6 The Parties shall ensure, that all Meetings shall as soon as reasonably practicable, resolve the issues and achieve the objectives placed before them.
- 2.7 Each Party shall endeavour to ensure that Representatives are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- 2.8 The Supplier shall maintain and, on request with reasonable notice, circulate a log of all incidents, risks, issues, agreed resolution plans and progress updates in a format agreed by both Parties as set out in Paragraph 8 of Part B of Call-off Schedule 13 (Implementation Plan and Testing).
- 2.9 Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring approval, any material amendments to the establishment and structure for contract governance meetings as set out in this Part A of Call-Off Schedule 15 (Call-Off Contract Management) shall be subject to the Operational Change Control Procedure.

3. Contractual governance meetings

- 3.1 Unless expressly agreed by the Parties, the following meetings will provide Contractual Governance as illustrated in Figure 1 and described in detail in this Section 3. The Buyer reserves the right to cancel/add meetings or amend their frequency, content and attendees in consultation with the Supplier:

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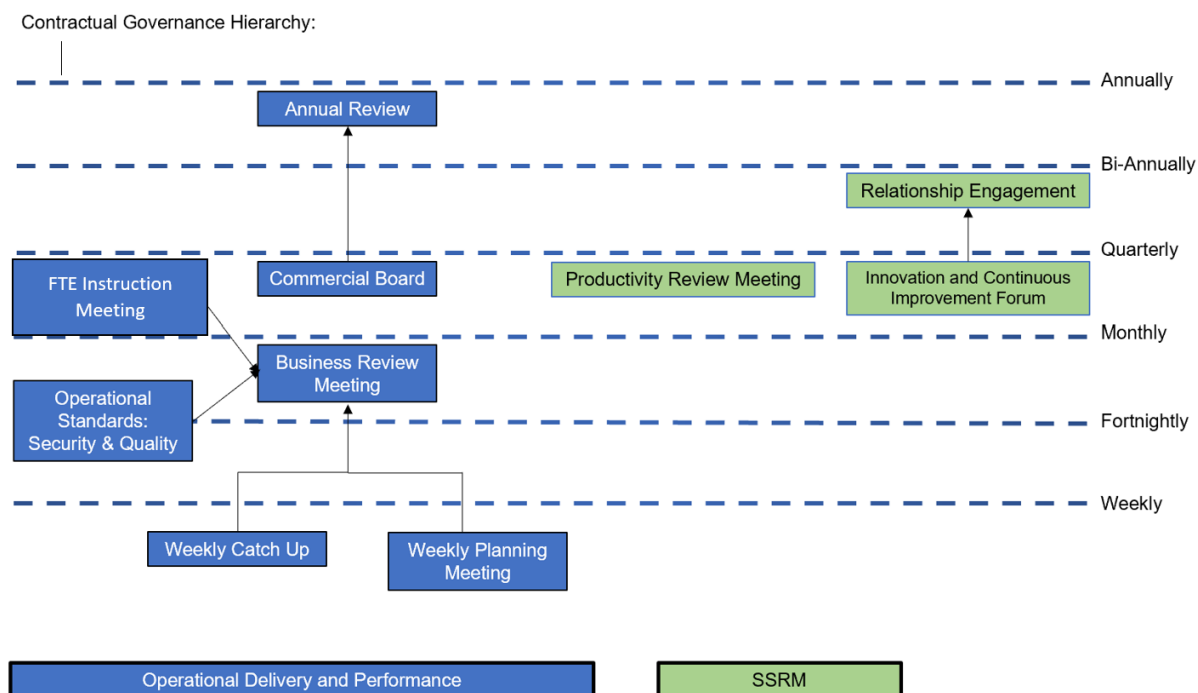


Figure 1 Contractual Governance Hierarchy

3.2 Annual Review (Annual)

- 3.2.1 An annual review meeting shall be held throughout the Contract Period on a date to be agreed between the Parties.
- 3.2.2 Annual review meetings facilitated by the Supplier shall include but not restricted to; security, compliance and financial review utilising Open Book Data as agreed in advance with the Buyer.
- 3.2.3 As a minimum, the Annual Review meeting will consider the following:
- Operational Performance Statement Review;
 - Financial Performance Statement Review;
 - Business Continuity Plan Review;
 - Security Management Plan;
 - Financial stability; and
 - Completion of all Contract obligations requirements.

3.3 Commercial Board (Quarterly)

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3.3.1 The Commercial Board shall:

- (a) provide senior level guidance, leadership and strategy for the overall delivery of the Services;
- (b) be the point of escalation from the Business Review Meeting;
- (c) carry out the specific obligations attributed to it in this Paragraph 3.3.1;
- (d) follow the structure set out in Annex A to this Part A (Contract Boards) of Call-Off Contract Schedule 15;
- (e) ensure that this Contract is operated throughout the Contract Period in a manner which optimises the value for money and operational benefit derived by the Buyer and the commercial benefit derived by the Supplier;
- (f) receive and review reports from the Business Review Meeting and review reports on technology, service, Social Value action plan progress and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money, summarised by the Supplier in a quarterly strategic dashboard against key metrics;
- (g) determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services;
- (h) authorise the commissioning and initiation of, and assess opportunities for, Optional Services;
- (i) propose and agree any changes to Supplier management teams and/or organisation structure;
- (j) provide a strategic commercial overview of the Supplier/Buyer Contact Centre portfolio and provide a regular forum to discuss the strategic direction and future Service Delivery thinking in the Contact Centre sphere;
- (k) enable the Buyer and Supplier to share business developments and ideas for joint innovation and value for money opportunities;
- (l) enable the Buyer to continue to refine the way it works in terms of the segregation between Commercial and Operational Delivery roles;

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- (m) ensure implementation of best practice in contract and commercial management across all contracts;
- (n) to deal with and make decisions on any issues identified by Supplier or the Buyer which requires contract or compliance management action, resolution or agreement; and
- (o) shall meet on a quarterly basis either face to face or by virtual means to be agreed by the Supplier and the Buyer.

3.4 Business Review Meeting (Monthly)

3.4.1 The Business Review Meeting shall:

- (a) discuss and review past performance achievement against service levels as detailed in Call-Off Schedule 14 (Service Levels), with the Supplier producing a monthly strategic dashboard against key metrics;
- (b) discuss contractual obligations as detailed in Call Off Schedule 1 (Transparency Reports);
- (c) provide assurance to the Commercial Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Commercial Board on a quarterly basis;
- (d) identify the risks relating to or arising out of the performance of the Services and provisional owners of these risks to be reported to the Commercial Board via the regular risk reports;
- (e) discuss Supplier workforce position to include any updates and trends relating to recruitment, retention, industry updates, attrition and / or productivity/shrinkage';
- (f) subject to the Variation Procedure, accept or reject new risks proposed for inclusion in the Risk Register;
- (g) resolve issues and/or disputes escalated from the Weekly Planning Meetings, Weekly Catch-up Meetings, Operational Standards and AHT reviews;
- (h) provide a forward look of service activity and any planned change activity in the period ahead;
- (i) take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier and / or Buyer at such location (including, for the avoidance of

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doubt, virtual meetings hosted on a virtual platform of the Buyer's preference) and time (within normal business hours) as the Buyer shall reasonably require;

- (j) take place monthly either virtually or face to face at the agreed location;
- (k) be led by the Buyer's Representatives and shall comprise of key lead individuals within the Buyer's and the Supplier's teams; and
- (l) facilitated by the Supplier including providing meeting room facilities at no additional cost to the Buyer to support partnership working. arrangements for use will be agreed in advance with the Supplier.

3.5 FTE Instruction Meeting

3.5.1 The FTE Instruction Meeting shall be the forum in which the resource volumes for the service line for the next quarter period will be agreed for billing purposes.

3.5.2 The meeting shall:

- (a) include a review of recent Supplier performance across the service line and associated trends;
- (b) discuss changes implemented by the Buyer over the period which may impact resource requirements for example innovations / digital enhancements;
- (c) advise on opportunities to reduce resource from both the Supplier and Buyer's perspectives;
- (d) be held quarterly using virtual means; and
- (e) comprise members from the Buyers contract management team and additional support functions including commercial, finance, transformation and digital representatives as appropriate.

3.6 Productivity Review Meeting (Quarterly)

3.6.1 The Productivity Review Meeting shall be the forum in which the productivity Service Level (SL3) for the next quarter period will be agreed.

3.6.2 The review meeting shall:

- (a) include a review of recent Supplier performance across the service line and associated trends;

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- (b) discuss changes implemented by the Buyer over the period which may impact Productivity, for example innovations / digital enhancements;
- (c) advise on opportunities to increase productivity from both the Supplier and Buyer's perspectives;
- (d) be held quarterly using virtual means; and
- (e) comprise members from Buyers contract management team and additional support functions including commercial, finance, transformation and digital representatives as appropriate.

3.6.3 The Authority shall retain the right to set applicable productivity levels for the Service following consultation with the Supplier as part of the Productivity Review Meeting. Any issues and/or disputes arising from the productivity review that cannot be resolved by the attendees shall be escalated in writing for discussion at the next Business Review Meeting.

3.7 Operational Standards Meeting (Monthly)

3.7.1 The "Operational Standards Meeting" shall review Supplier performance against the quality standards as set out in Paragraph 8.2.3 of Call-Off Schedule 20 (Call-Off Specification) and associated Service Levels as per Call-Off Schedule 14 (Service Levels). Pending Service Level agreement, the Operational Standards meeting will review Supplier Performance against actual achievements.

3.7.2 The review meeting shall:

- (a) include a review of the outputs from Supplier's quality audits each month against their agents delivering each service line;
- (b) review a complaints report to include volume of complaints, those upheld, and any associated action plans to address complaint trends;
- (c) discuss outputs from any ongoing security audit / data transfer activity;
- (d) address any issues arising from IT infrastructure or housekeeping of IT accounts to ensure correct systems and data protection for the Services;
- (e) review any system outages affecting the Buyer telephony network;

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- (f) be held monthly using virtual means; and
- (g) comprise members from Buyers contract management team and additional support functions including commercial, finance, transformation and digital representatives as appropriate.

3.7.3 Any issues and/or disputes arising from an Operational Standards Meeting that cannot be resolved by the attendees shall be escalated in writing for discussion at the next Business Review Meeting.

3.8 Weekly Planning Meetings (Weekly)

3.8.1 Weekly Planning Meetings shall:

- (a) follow the structure set out in Annex A (Representation and Structure of Meetings) of this Part A Call-Off Schedule 15;
- (b) review the previous week's performance and plan for the coming fortnight;
- (c) be for the Supplier to highlight any issues or challenges to the Buyer in good time;
- (d) share planning assumptions from both Parties in terms of resource and KPI achievement for the proceeding week and forward look; and
- (e) be held using virtual means or face to face as deemed necessary by either party.

3.8.2 Representatives of the Weekly Planning Meetings shall comprise Supplier representatives and members of the Buyers contract management team, or any other Buyer Representatives as determined by the Buyer.

3.8.3 Any issues and/or disputes arising from a Weekly Planning Meeting that cannot be resolved by the attendees at that Weekly Planning Meeting shall be escalated in writing for discussion at the next Business Review Meeting.

3.9 Weekly Catch-Up Meeting (Weekly)

3.9.1 The Weekly Catch-up Meeting shall

- (a) conduct general discussion on performance;
- (b) address any issues regarding the service; and
- (c) be held using virtual means.

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- 3.9.2 Representatives of the Weekly Catch-up Meeting shall comprise Supplier representatives and members of the Buyers contract management team, or any other Buyer Representatives as determined by the Buyer.
- 3.9.3 Weekly Catch-up Meetings will follow the structure set out in Annex A (Representation and Structure of Meetings) of this Part A Call-Off Schedule 15.
- 3.9.4 Any issues and/or disputes arising from a Weekly Catch-up Meeting that cannot be resolved by the attendees at that Weekly Catch-up Meeting shall be escalated in writing for discussion at the next Business Review Meeting.

4. Other related meetings – Strategic Supplier Relationship

4.1 Relationship Engagement Meetings (bi-annual)

- 4.1.1 The Supplier will participate in bi-annual Relationship Engagement Meetings (virtual or face to face) for the purpose of identifying the areas suitable for continuous improvement and benefits that can be achieved for both Parties through closer working, enabled through senior level engagement.
- 4.1.2 Further opportunities for innovation raised and/or process mapped by the Supplier will be reviewed in this forum, incorporating industry best practice to improve the service offered to Buyer customers and enhance delivery.
- 4.1.3 The Buyer shall share forward plans for innovation and transformation of the Services, seeking Supplier feedback and impacting to refine proposals and deployment plans; leading to a jointly developed roadmap for improvements.
- 4.1.4 The Relationship Engagement Meetings support the harnessing innovation process detailed in Paragraph 11 (Continuous Improvement) of Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 3 (Continuous Improvement), and as such will consider ideas and opportunities by the Supplier that have been submitted to the Buyer as part of that process.
- 4.1.5 The Relationship Engagement Meetings will also review ways of working between the Parties, strategic roadmap for the Services and act as the forum for any agreed supplier relationship management activities to benefit the delivery of the Services.
- 4.1.6 The Parties agree the Buyer may at its discretion add and/or remove topics for discussion according to its specific requirements.

4.2 Innovation and Continuous Improvement Forum (Quarterly)

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- 4.2.1 In order to provide input at the Buyer's Relationship Engagement Meetings to discuss and approve key opportunities to be developed, the Innovation and Continuous Improvement Forum shall:
- (a) embed principles of continuous improvement and share analysis and findings with the Buyer;
 - (b) review all service improvement ideas that the Supplier will submit to the Buyer for consideration;
 - (c) include offering alternative options or adaptations to service delivery to continue to meet the overall business requirement, subject to the Buyer's approval;
 - (d) be represented by suitably empowered representatives from both the Supplier and the Buyer;
 - (e) report directly into the Relationship Engagement Meeting on progress for continuous improvement activity;
 - (f) make decisions on the service improvements that will be pursued following thorough review by the Buyer;
 - (g) authorise changes for pursuance of improvements as covered by Joint Schedule 2 (Variation Form); and
 - (h) shall meet on an ad hoc basis either face to face or by virtual means as to be agreed between the Supplier and the Buyer.
- 4.2.2 In the Innovation and Continuous Improvement Forum, the Supplier shall be required to discuss and report on:
- (a) continuous improvement and innovation with resultant impacts to performance metrics;
 - (b) seat utilisation, agent capability and capacity management;
 - (c) performance improvement activities;
 - (d) forward planning of change initiatives for agreement;
 - (e) impacting and implementation of Buyer identified 'test and learn' initiatives;
 - (f) forecasting processes, industry best practice and potential enhancements to be considered by the Buyer;

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- (g) insight from other Supplier contracts, emerging trends and industry innovations that are relevant to the Services;
- (h) impacting and implementation of Buyer identified process changes required to support changes to government policy;
- (i) proposals for changes to working practices through the Variation Procedure detailed in Joint Schedule 2 (Variation Form) with a clear emphasis on improving the customer journey and driving down repeat demand;
- (j) any business disruption incidents including mitigation to prevent re-occurrence as per Business Continuity and Disaster Recovery Plans;
- (k) security and breaches of security including any reports coming from the protective monitoring service. At intervals agreed with the Buyer; and
- (l) industry best practice developments for contact centre management and emerging trends.

4.3 Strategic Supplier Relationship Management (SSRM)

4.3.1 The Parties agree the Buyer may at its discretion introduce additional SSRM approaches which will be addressed through amendment of the above governance structure, as described in Paragraph 2.9.

5. Operational meetings

5.1 In addition to Contractual Governance meetings, the following Figure 2 sets out the intent of regular operational meetings between representatives of the Supplier and of the Buyer. This list is not exhaustive, and may be changed as required by the Buyer:

Activity	Purpose	Lead	Means	Attendance
Quality Calibration	To assure/review Supplier call quality scoring. Also, feedback and review CMT/ Tier 2 quality scoring of Supplier quality checks	Supplier	Virtual / onsite	Buyers contract management team Supplier Representatives

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Quality & Security Audit	Buyers contract management team share the results from the call calibrations and the Security & Quality audit prior to the BUR meeting	Buyers contract management team	Virtual / onsite	Buyers contract management team Supplier Representatives
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Figure 2: Operational Meetings

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Annex A: Representation and Structure of Meetings

GOVERNANCE MEETINGS

ANNUAL REVIEW MEETING (ANNUALLY)

Buyer Representatives of the Annual Review Meeting	Contract Management (Chairperson) Commercial Lead(s) Finance Lead Security Lead Business Continuity/Disaster Recovery Lead UC Operations Lead
Supplier Representatives of the Annual Review Meeting	CCO Public Sector UC Managing Director UCTCR Operations Director SME contributors as required
Start date for the Annual Review Meeting	20/6/2025
Frequency of the Annual Review Meeting	Annual
Location of the Relationship Engagement meeting	Supplier premises
Required meeting inputs and responsibility	Secretariat- (Supplier) Collation of agenda items for both Supplier and Buyer, collation and distribution of papers, updates on action points
Required meeting outputs and responsibility	Secretariat – (Supplier and Buyer): Minutes, action points, decisions
Escalates to	DWP Grade 6 Lead for Contract Management, Finance, Commercial. SCS1 UC Operations. Supplier's Senior Management as per structure

COMMERCIAL BOARD (QUARTERLY)

Buyer Representatives of Commercial Board	Commercial Directorate Lead (Chairperson) Commercial Contract Management Finance UC Operations
Supplier Representatives of Commercial Board	UC Managing Director UCTCR Operations Director Account Director Finance Lead
Start date for Commercial Board meetings	1 st October 2024

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Model Version: v1.0

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Frequency of Commercial Board meetings	Quarterly
Location of Commercial Board meetings	Face to Face, location to be agreed by both parties each quarter
Required meeting inputs and responsibility	Secretariat (Supplier and Buyer) - collation of agenda items for both Supplier and Buyer, collate and distribution of papers, updates on action points
Required meeting outputs and responsibility	Secretariat – (Supplier and Buyer): Minutes, quarter's performance, changes in FTE, review of financials/forecasts action points, decisions, contractual obligations, contract variations, forum for discussion of issues/success
Escalates to	DWP Grade 6 Lead for Contract Management, Finance, Commercial. SCS1 UC Operations. Supplier's Senior Management as per structure

BUSINESS REVIEW MEETING (MONTHLY)

Buyer Representatives of the Business Review Meeting	Contract Management Team Commercial UC Operations
Supplier Representatives of the Business Review Meeting	Account Director (Chairperson) UCTCR Operations Director Operations Centre Managers SMEs as required
Start Date for the Business Review Meetings	November 2024
Frequency of the Business Review Meetings	Monthly
Location of the Business Review Meetings	Virtual or face to face at Supplier's premises
Required meeting inputs and responsibility	Secretariat (Supplier) Preceding monthly activity, dashboard report from Supplier performance, recruitment, attrition, staffing, complaints, change request update, performance improvement analysis/action/plan undertaken in previous month.
Required meeting outputs and responsibility	Secretariat (Supplier and Buyer) Minutes and action points
Escalates to	Commercial Board

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FTE INSTRUCTION MEETING (QUARTERLY)

Buyer Representatives of the Review Meeting	Contract Management Team Finance Representative Commercial Representative
Supplier Representatives of the Review Meeting	Head of Workforce Management Planning UC Managing Director UCTCR Operations Director Account Director
Start Date for the FTE Instruction Meeting	February 2025
Frequency of the FTE Instruction Meeting	Quarterly
Location of the meeting	Virtual or face to face as required
Required meeting inputs and responsibility	Secretariat – Supplier and Buyer include a review of recent Supplier performance across the service line and associated trends. impact changes implemented by the Buyer over the period which may impact resource requirements for example innovations / digital enhancements. advise on opportunities to reduce resource from both the Supplier and Buyer's perspectives.
Required meeting outputs and responsibility	Secretariat (Supplier and Buyer) Minutes and actions as appropriate including agreed resource volumes for the next quarter period.
Escalates to	Contract Management Senior Leader

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OPERATIONAL STANDARDS MEETING (MONTHLY)

Buyer Representatives of the Operational Standards Meeting	Contract Management Team
Supplier Representatives of the Operational Standards Meeting	UCTCR Operations Director Operations Centre Manager(s) Account Director Quality Manager Training Manager Quality Analysts (as required) Other SMEs as required / appropriate e.g. Security, IT etc) Chairperson
Start Date for the Operational Standards Meeting	April 2025
Frequency of the Operational Standards Meeting	Monthly
Location of the Operational Standards Meeting	Virtual or face to face at either Supplier or Buyer location as appropriate.
Required meeting inputs and responsibility	Secretariat (Supplier) Preceding monthly review of Supplier performance against quality standards and identified trends. Review to include Supplier's quality audits, complaints reporting, ongoing audits (e.g., security), any systems outages etc and their impact.
Required meeting outputs and responsibility	Secretariat (Supplier) Minutes and action points agreed.
Escalates to	Business Review Meeting

WEEKLY PLANNING MEETING (WEEKLY)

Buyer Representatives of the Weekly Planning Meeting	Contract Management Team
Supplier Representatives of the Weekly Planning Meeting	Planning Manager Operations Centre Manager(s) Chairperson
Start Date for the Weekly Planning Meeting	March 2025
Frequency of the Weekly Planning Meeting	Weekly
Location of the Weekly Planning Meeting	Virtual
Required meeting inputs and responsibility	Secretariat – Supplier, to provide historical view of previous week's performance, current performance and forward view assumptions/plan

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Required meeting outputs and responsibility	Supplier to provide updated forward view dashboard of performance assumptions.
Escalates to	Business Review Meeting

WEEKLY CATCH-UP MEETING (WEEKLY)

Buyer Representatives of the Weekly Catch-Up Meeting	Contract Management Team
Supplier Representatives of the Weekly Catch-Up Meeting	Operations Centre Manager(s) Account Director Chairperson
Start Date for the Weekly Catch-Up Meeting	March 2025
Frequency of the Weekly Catch-Up Meeting	Weekly
Location of the Weekly Catch-Up Meeting	Virtual
Required meeting inputs and responsibility	Secretariat – Supplier
Required meeting outputs and responsibility	Actions and minutes as appropriate
Escalates to	Contract Management Senior Leader

OTHER RELATED MEETINGS**RELATIONSHIP ENGAGEMENT MEETING (BI-ANNUALLY)**

Buyer Representatives of the Relationship Engagement meeting	Contract Management Team Lead SRM Lead Commercial Lead UC Operations Lead
Supplier Representatives of Relationship Engagement meeting	CCO Public Sector UC Managing Director UCTCR Operations Director Account Director Senior Operations Centre Manager SMEs as required / appropriate
Start date for Relationship Engagement meetings	January 2025
Frequency of the Relationship Engagement meetings	Bi-Annually
Location of the Relationship Engagement meeting	Face to face at appropriate location to be agreed between Buyer and Supplier
Required meeting inputs and responsibility	Secretariat – Supplier and Buyer as appropriate
Required meeting outputs and responsibility	Actions and minutes as appropriate

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Escalates to	Commercial Board or Commercial SRM Senior Lead
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INNOVATION AND CONTINUOUS IMPROVEMENT FORUM (QUARTERLY)

Buyer Representatives of the Innovation and Continuous Improvement Forum meeting	Contract Management (Chairperson) UC Operations UC Transformation Digital Representative Commercial Representative Other subject matter experts as required
Supplier Representatives of the Innovation and Continuous Improvement Forum meeting	CCO Public Sector UC Managing Director UCTCR Operations Director Account Director SMEs as appropriate / required
Start date for the Innovation and Continuous Improvement Forum meeting	To be agreed
Frequency of the Innovation and Continuous Improvement Forum meeting	Quarterly
Location of the Innovation and Continuous Improvement Forum meeting	Face to face at appropriate location to be agreed between Buyer and Supplier
Required meeting inputs and responsibility	Secretariat – Supplier Collation of agenda items for both Supplier and Buyer; responsible for collation and distribution of papers, updates on action points.
Required meeting outputs and responsibility	Minutes, action points, impacts and innovation plans/initiatives
Escalates to	Relationship Engagement Meeting

Annex B: Dispute Resolution Procedure

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 shall apply to this Annex B.
- 1.2 If there is a Dispute the Parties shall follow the Dispute Resolution Procedure as set out in Clause 36 of the Core Terms (Resolving disputes) and this Annex B (Dispute Resolution Procedure) of Call-Off Schedule 15 (Call-Off Contract Management).

2. Dispute notices

- 2.1 If a Dispute arises then:
 - 2.1.1 the Buyer Authorised Representative and the Supplier Contract Manager shall attempt in good faith to resolve the Dispute; and
 - 2.1.2 if such attempts are not successful within a reasonable period, not being longer than twenty (20) Working Days, either Party may issue to the other a Dispute Notice.
- 2.2 A Dispute Notice:
 - 2.2.1 shall set out:
 - (a) the material particulars of the Dispute;
 - (b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - 2.2.2 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
 - 2.2.3 may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Buyer) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.
- 2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.1(b), then:
 - 2.3.1 if it is served by the Buyer, it shall be treated as a Multi-Party Procedure Initiation Notice; and
 - 2.3.2 if it is served by the Supplier, it shall be treated as a Supplier Request,

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and in each case the provisions of Paragraph **Error! Reference source not found.** shall apply.

- 2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:
 - 2.4.1 first by commercial negotiation (as prescribed in Paragraph **Error! Reference source not found.**);
 - 2.4.2 then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph **Error! Reference source not found.**); and
 - 2.4.3 lastly by recourse to arbitration (as prescribed in Paragraph **Error! Reference source not found.**) or litigation (in accordance with Clause 37 of the Core Terms (which Law applies)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph **Error! Reference source not found.**) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.
- 2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph **Error! Reference source not found.** (Urgent Relief).

3. Expedited Dispute Timetable

- 3.1 In exceptional circumstances where the use of the times in this Annex B (Dispute Resolution Procedure) would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Buyer.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
 - 3.2.1 in Paragraph 4.2.3, ten (10) Working Days;
 - 3.2.2 in Paragraph 5.2, ten (10) Working Days;

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3.2.3 in Paragraph 6.2, five (5) Working Days; and

3.2.4 in Paragraph 7.2, ten (10) Working Days.

- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within two (2) Working Days after the deadline has passed, the Buyer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs (or two (2) Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Buyer fails to set such a revised deadline, then the use of the Expedited Dispute Timetable shall cease, and the normal time periods shall apply from that point onwards.

4. Commercial negotiation

- 4.1 Following the service of a Dispute Notice, then, so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Buyer and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Buyer's Authorised Representative and the Supplier's Authorised Representative.

4.2 If:

- 4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
- 4.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph **Error! Reference source not found.**; or
- 4.2.3 the Parties have not settled the Dispute in accordance with Paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with Paragraph **Error! Reference source not found.** (a "Mediation Notice").

5. Mediation

- 5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

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- 5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice, then either Party may apply to CEDR to nominate such a person.
- 5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6. Expert determination

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph **Error! Reference source not found.** or, if applicable, mediation in accordance with Paragraph **Error! Reference source not found.**, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the Expert shall be appointed:
 - 6.2.1 if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
 - 6.2.2 if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
 - 6.2.3 if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2.1 or 6.2.2, on the instructions of the president (or equivalent) of:
 - (a) an appropriate body agreed between the Parties; or

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- (b) if the Parties do not reach agreement on the relevant body within fifteen (15) Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.

6.3 The Expert shall act on the following basis:

- 6.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- 6.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- 6.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- 6.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- 6.3.5 the process shall be conducted in private and shall be confidential; and
- 6.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7. Arbitration

- 7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph **Error! Reference source not found.**, the Buyer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.
- 7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Buyer of its intentions and the Buyer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 7.3 If the Buyer serves a Counter Notice, then:

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- 7.3.1 if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or
- 7.3.2 if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.
- 7.4 If the Buyer does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.
- 7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:
 - 7.5.1 the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to Paragraphs 7.5.5, 7.5.6 and 7.5.7);
 - 7.5.2 the arbitration shall be administered by the LCIA;
 - 7.5.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - 7.5.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 7.5.5 the chair of the arbitral tribunal shall be British;
 - 7.5.6 the arbitration proceedings shall take place in London and in the English language; and
 - 7.5.7 the seat of the arbitration shall be London.

8. Urgent relief

- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
 - 8.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

- 8.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9. Multi-Party disputes

- 9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph **Error! Reference source not found.** (the “Multi-Party Dispute Resolution Procedure”).
- 9.2 If at any time following the issue of a Dispute Notice, the Buyer reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Buyer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Buyer’s determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a “Multi-Party Procedure Initiation Notice”.
- 9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph **Error! Reference source not found.**, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Buyer.
- 9.4 The Buyer shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:
- 9.4.1 a Multi-Party Dispute, in which case the Buyer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
- 9.4.2 not a Multi-Party Dispute, in which case the Buyer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs **Error! Reference source not found.** to **Error! Reference source not found.**
- 9.5 If the Buyer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “Multi-Party Dispute Resolution Board”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- 9.6.1 the Buyer;

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- 9.6.2 the Supplier;
 - 9.6.3 each Related Third Party involved in the Multi-Party Dispute; and
 - 9.6.4 any other representatives of any of the Parties and/or any Related Third Parties whom the Buyer considers necessary,
(together “Multi-Party Dispute Representatives”).
- 9.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 9.7.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third-Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
 - 9.7.2 the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Buyer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
 - 9.7.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 9.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:
- 9.8.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph **Error! Reference source not found.** shall apply;
 - 9.8.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph **Error! Reference source not found.** shall apply; and/or

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

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9.8.3 subject to Paragraph 9.9, Paragraph **Error! Reference source not found.** shall apply to the Multi-Party Dispute,

and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.

- 9.9 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Buyer or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.

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Annex C: Example Risk Register

Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Forecast Contingency Costs	Owner

Full Contract Risk register to be developed between Buyer and Supplier and agreed/reviewed at Business Review Meeting.

Call-Off Schedule 16 (Benchmarking)

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 shall apply to this Schedule.

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 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 Paragraph 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected, then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review, then a benchmarker

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shall be selected by the Chartered Institute of Financial Accountants.

- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The bench marker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the 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.
- 3.2.4 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.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates

Call-Off Schedule 16 (Benchmarking)

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

- (b) market intelligence;
 - (i) the bench marker's own data and experience;
 - (ii) relevant published information; and
 - (iii) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (c) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (d) using the Equivalent Data, calculate the Upper Quartile; and
- (e) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the 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.

3.2.7 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:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

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

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved

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pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the 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.

- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Core Term Clause 25 (Changing the contract).

Call-Off Schedule 17 (MOD Terms) – Not Used

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Call-off Schedule 17 – (MOD Terms)

Not Used

Call-Off Schedule 18 (Background Checks) – Not Used

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Call-off Schedule 18 – (Background Checks)

Not Used

Call-Off Schedule 19 (Scottish Law) - Not Used

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Call-off Schedule 19 (Scottish Law)

Not Used

Call-Off Schedule 20 (Call-Off Specification) for Universal Credit Targeted Case Review

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1. Background to the Requirement

1.1. Structure of this Schedule

- 1.1.1. This Schedule (and its Appendices) sets out the Buyer's requirements for the Services under this Contract (the "Requirement(s)") and comprises the following:
- 1.1.2. a summary of this Schedule's structure, key definitions, background to the Buyer organisation and Targeted Case Review initiative is provided in this Paragraph 1 (Background to the Requirement);
- 1.1.3. a high-level overview of the Requirements in Paragraph 2 (High-level Specification of the Requirement);
- 1.1.4. a description of the scope of the Operational Services to be provided by the Supplier and supporting requirements are set out in Paragraph 3 (Operational Service);
- 1.1.5. a detailed description of the premises, resource, technology requirements are set out in Paragraphs 4 (Location and Premises), 5 (Resource and Capability) and 6 (Technology);
- 1.1.6. an overview of the implementation and mobilisation requirements are set out in Paragraph 7 (Implementation and Mobilisation);
- 1.1.7. performance management, quality and contract management requirements are captured in Paragraphs 8 (Performance Management and Quality) and 9 (Contract Management);
- 1.1.8. security and compliance requirements the Supplier must adhere to are set out in Paragraph 10 (Security and Compliance).
- 1.1.9. requirements to monitor continuous improvement opportunities are set out at Paragraph 11 (Continuous Improvement);
- 1.1.10. the Corporate Social Responsibility requirements are set out in Paragraph 12 (Corporate Social Responsibility);
- 1.1.11. the Buyer's required standards are detailed at Paragraph 13 (Standards);
- 1.1.12. an outline of what happens at Exit is set out in Paragraph 14 (Exit);
- 1.1.13. Optional Services requirements are set out in Paragraph 15 (Optional Services); and
- 1.1.14. in addition, the Paragraphs of this Schedule refer to the Appendices to this Schedule which provide further detail on the Requirements as appropriate.

1.2. Definitions Specific to this Schedule

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

"Assessment" – has the meaning given at Paragraph 0 of this Schedule 20;

"Claimant" – means a citizen who is currently claiming Universal Credit benefit;

"Clerical" - has the meaning given at Paragraph 3.1.5 of this Schedule 20;

"Code of Connectivity" – means the requirements for an Other Government Department (OGD) or a Trusted Third Party (TTP) supplier to connect from their corporate infrastructure directly to the DWP external-facing Citrix Netscaler.

"Complaint" has the meaning given to it in Paragraph 9.2.1 of this Call-Off Schedule 20;

"Corporate Acting Body" – means where a claim is not being managed by a named individual, but an organisation which acts on behalf of a Claimant. A Corporate Acting Body can delegate their authority to a named representative who has a day to day working relationship with the Claimant. The representative will act as a third party;

"Decision" – means something that instructs an action that would affect the Claimant's UC award in any way as set out or referred to in Paragraph 3.1.3;

"FTE" has the meaning given in Joint Schedule 1 (Definitions);

"FTE Agent" - has the meaning given in Joint Schedule 1 (Definitions);

"Performance Management Framework" - means the performance management framework as set out in Paragraph 8;

"Premises" - means the accommodation requirements for Supplier premises as set out or referred to in Paragraph 4 (Location and Premises);

"Supplier Code of Conduct" – means the Supplier Code of Conduct v3 'Delivering better public services together' published June 2023 by the Government Commercial Function or such later or replacement version of this code published by the Government;

"Supplier Site" – has the meaning given at Paragraph 4.1 of this Schedule 20;

"TCR" or "TCR Service" - means the Targeted Case Review operational service to be provided by the Supplier for the duration of the Contract as described in Paragraph 3 (and related paragraphs and Appendices of this Schedule);

"Technology" - means the technology focused systems, connectivity and infrastructure requirements as set out or referred to in Paragraph 6 (Technology);

"Training" - means the training requirements as set out or referred to in Paragraph 5.4 (Training);and

"Universal Credit" or **"UC"** – means a United Kingdom means-tested social security payment.

1.3. Background to DWP

- 1.3.1. The Buyer, the Department for Work and Pensions (DWP), is the UK's biggest public service department, responsible for customer delivery and policy formation on all aspects of the Government's social security provision and its welfare to work strategy.
- 1.3.2. DWP administers the State Pension, a range of child maintenance, working age and disability benefits for around 22 million claimants and customers.
- 1.3.3. DWP has over 90,000 staff delivering £165bn of payments annually.
- 1.3.4. For more information about DWP, please visit: <http://www.dwp.gov.uk/>
- 1.3.5. For more information on DWP's work and overall objectives see our business delivery plan, please visit: <https://www.gov.uk/government/publications/department-for-work-and-pensions-outcome-delivery-plan>
- 1.3.6. For more information on the Government Security Classification that the Supplier must comply with, please visit: [Government Security Classifications Policy \(HTML\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/government-security-classifications-policy).

1.4. Background to the Targeted Case Review Requirements

- 1.4.1. DWP launched a Targeted Case Review ("TCR") initiative to significantly reduce the amount of fraud and error within Universal Credit over a 5 year period (22/23 to 26/27). As part of this, DWP created a new team with nearly 2,000 agents to review millions of UC claims whilst capturing insight into how to prevent fraud and error through feedback loops.
- 1.4.2. Further funding for this initiative was announced in the Autumn Statement (2022), DWP then agreed to:
 - 1.4.2.1. increase the overall size of the review to 5,930 FTE Agents by March 2025 (an increase of approximately 3,100 FTE Agents once the peak staffing level is reached);
 - 1.4.2.2. expedite Agent roll out (getting to 2,000 FTE Agents by September 2023 rather than September 2024); and

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- 1.4.2.3. extend the review period by an additional year to 27/28, leading to potential savings of £6.4bn.

2. High-level Specification of the Requirement

2.1. High-level overview of the Requirement

- 2.1.1. Subject always to Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)) and Paragraph 8 (Performance Management and Quality), the scope of the Requirement is for the Supplier to provide c.2,500 FTE Agents to conduct UC claim reviews as part of an augmented TCR Service with both Supplier Staff and Buyer staff engaged in providing the overall TCR Service. Any additional resources required by the Supplier to support the delivery and management of the c.2,500 FTE Agents is over and above this c.2,500 FTE Agents stated figure (including Agent motivation and development, quality control (including call monitoring and continuous improvement) and all other support services and overheads). See Paragraph 5.2 (Resource Requirements) for more detail on resource requirements.
- 2.1.2. The Supplier shall provide Agents from the Supplier Staff to augment the Buyer's UC claim review team by establishing and operating a parallel claim review service with responsibilities limited to Clerical and Assessment activities (but including all services, activities, functions and responsibilities not specifically described in this Schedule but inherent in, incidental to or necessary for the proper performance of such Clerical and Assessment activities).
- 2.1.3. The Buyer will retain sole responsibility for the strategy, policy definition and all Decision-making activity within the claim review process.
- 2.1.4. The Buyer requires the operational processes (including systems and tooling) and procedures of the TCR Service to be capable of evolving frequently during the Contract Period whereby any changes to operational processes and procedures, systems and tooling will be guided by principles of continuous improvement and rolled out iteratively across the TCR Service. The Supplier is required to provide the TCR Service in a flexible and agile manner so as to support the Buyer's capability to implement and evolve its operational delivery of the TCR Service on a frequent basis. Accordingly the Buyer is entitled, from time to time during the Contract Period, to make such changes as it requires to operational processes and procedures (including systems and tooling) and any other operational matters set out or referred to in this Schedule and such changes shall be treated as Buyer Operational Changes and implemented by the Parties in a timely manner through the Operational Change Procedure and not as a Variation in accordance with the Variation Procedure.
- 2.1.5. The Buyer's requirements for the TCR Service are driven by strategic priorities. The Supplier may therefore be required by the Buyer to flex its provision of FTE Agents to respond to demands of the TCR Service

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(including to meet fluctuations in claim review volumes) subject to Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)), Paragraph 8 (Performance Management and Quality) and relevant provisions of Call-Off Schedule 14 (Service Levels).

- 2.1.6. The Buyer requires the Supplier to implement changes to the claim review process and related operational processes and/or procedures as required to support the Buyer's iterative continuous improvement and development of the TCR Service and such changes are to be treated as Buyer Operational Changes and the Supplier shall implement such changes in a timely manner in accordance with the Operational Change Procedure and not as a Variation in accordance with the Variation Procedure. The Buyer requires the Supplier to adopt behaviours that assist the Buyer in its iterative development of continuous improvement in the TCR Service and partnership behaviours developed in accordance with the Buyer's Strategic Supplier Relationship Management Programme (SSRM) in accordance with Paragraph 4.3 of Part A of Call-off Schedule 15 (Call-Off Contract Management).

3. Operational Service

3.1. Overview of the TCR Service Requirement

- 3.1.1. The TCR Service (whether conducted by the Buyer or by the Supplier) reviews live UC claims. The aim of the TCR is to identify and correct UC claims that have instances of fraud and/or error, whilst also capturing insights to drive the reduction of fraud and error in UC claims generally. The scope of the TCR Service to be provided by the Supplier is in respect of UC claims only, but a Claimant's entitlement to other social security benefits may also be reviewed by or on behalf of the Buyer as part of a wider UC claim review.
- 3.1.2. As part of the TCR Service, the Supplier will be required to review allocated UC claims and gather, in accordance with the TCR claim review process as may be updated by the Buyer from time to time, the latest evidence and information where available and relevant to an allocated UC claim then review it together with all evidence already held by the Buyer on the UC claim, to determine the correctness of the UC payment. If it is determined by an Agent that the payment is correct, no further action by the Supplier will be required. If the UC claim is found by an Agent to be incorrect in any respect at any stage during the review, the Supplier will handover all information and evidence to the Buyer who will complete the UC claim review Decision. Alternatively, the Supplier will be required to deselect an allocated UC claim if it identifies the claim as out of scope for review by the TCR Service. See Paragraph 3.3 (Services out of scope for this Requirement) for more detail on out of scope criteria.
- 3.1.3. A 'decision' in the context of the TCR Service means a decision that instructs an action that would impact the Claimant's UC award. This impact on a UC award can be understood as an increase, reduction, suspension and/or stop of UC payments. A 'decision' in the context of TCR and UC claims carries the legal right of appeal. A 'decision' can only be made by the Buyer and is out of scope for the Supplier. The Supplier must handover all UC claims that require a 'decision' to the Buyer and provide the Buyer with the appropriate available factual evidence and information to enable the Buyer to complete the claim review.
- 3.1.4. Decisions may be made by authorised Buyer staff at any stage during the claim review.
- 3.1.5. Conducting a claim review under the TCR can be broadly split into three layers of activity, classified as: Clerical, Assessment and Decision. The three activity layers are as follows:
 - 3.1.5.1. **Clerical** - activities that do not require independent Supplier judgement.

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Examples (non-exhaustive): admin activities; scheduling claim review appointments.

- 3.1.5.2. **Assessment** - activities that require the Supplier to interpret, analyse and triage latest available evidence and information relating to a UC claim so that further actions may be identified and undertaken by the Supplier or handed over to the Buyer.

Examples (non-exhaustive): reviewing evidence; preparing for and completing UC Claimant interviews; identifying where/if a claim review needs to be handed over to the Buyer for a Decision.

- 3.1.5.3. **Decision** - (Out of Scope for the Supplier) activities that require independent judgement by the Buyer to determine an appealable outcome, or have a change in the award/claim for the Claimant.

Examples (non-exhaustive): Stopping or suspending a Claimant's ability to draw UC payments; reviewing UC claims suspected of fraud.

- 3.1.6. The Supplier will deliver the TCR Service requirements by accessing and using a range of Buyer Systems. The Buyer will provide access to the relevant Buyer Systems and telephony connectivity that will enable the Supplier to effectively manage the UC claim review process and engage with Claimants in line with accepted standards set out or referred to in this Schedule and elsewhere in the Contract. The Supplier will provide and implement its own information technology infrastructure and services (including desktop/laptop hardware and software for use by Agents) as necessary for the Supplier to access and use the relevant Buyer Systems and telephony connectivity to enable Agents to deliver the TCR Service using relevant Buyer systems. More information on technology requirements can be found in Paragraph 6 (Technology) of this Schedule.

3.2. Services to be provided by the Supplier

- 3.2.1. Subject always to Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)) and Paragraph 8 (Performance Management and Quality) and in order to deliver the TCR Services in accordance with this Contract, the Supplier shall provide c.2,500 FTE Agents and each Agent shall be well-trained, high-quality and competent (as understood by the competencies and accountabilities set out to or referred to in this Schedule). Initially the Supplier shall ensure up to c.500 FTE Agents are operationalised and providing TCR Services by the 7th October 2024, and the Supplier will recruit and ramp-up Agent capacity by up to an additional c.500 FTE Agents a

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month to a total of c.2,500 FTE Agents operationalised and providing TCR Services by the 24th February 2025.

3.2.2. The Supplier will deliver the TCR Service by conducting Clerical and Assessment activities to complete part of the UC claim review process.

3.2.3. The high-level service design blueprint below in Figure 1 outlines at a high-level the key activities aligned to stages of the claim review process that the Supplier will complete to provide the TCR Service:

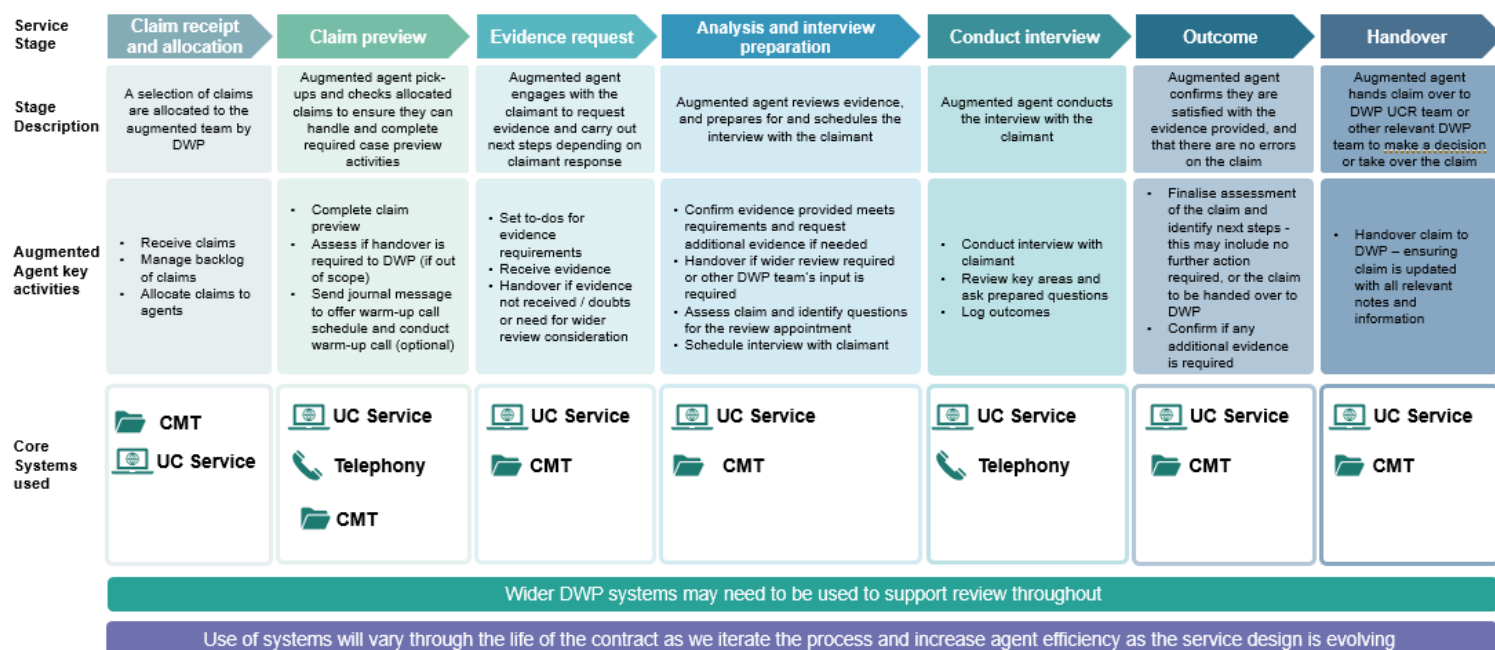


Figure 1 – High-Level Service Design Blueprint – Day 1
(CMT = Case Management Tool)

3.2.4. A summary of the indicative activities required to be provided by the Supplier at each stage of the claim review process is detailed in Appendix 3 (High Level Claim Review Activity Overview). The detail listed in Appendix 3 in relation to the claim review activities is not exhaustive but aims to provide an illustrative view of the activities and processes involved in a claim review.

3.2.5. The TCR operational processes and procedures and ways of working are developed iteratively by the Buyer, so are likely to evolve frequently during the Contract Period based on digital enhancement and operational process and procedure improvement, this will include the type of claim reviews and checks undertaken and these changes will be treated as Buyer Operational Changes, as defined in Joint Schedule 2 (Change Control and Variation Form) and as such implemented by the Supplier in a timely manner in accordance with the Operational Change Procedure set out in Joint Schedule 2 (Change Control and Variation Form) and not as a Variation pursuant to the Variation

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Procedure as also set out in Joint Schedule 2 (Change Control and Variation Form).

- 3.2.6. A completed claim review for the purposes of this Contract means any point during the claim review process at which the Supplier's responsibility for the claim review comes to an end in accordance with this Paragraph 3.2. The end of the Supplier's responsibility for a claim review can occur at any time during the claim review process, but are limited to instances that align to one of the following categories:
- 3.2.6.1. the Supplier deems the UC claim to be correct;
 - 3.2.6.2. the Supplier identifies incorrectness in the UC claim and that there may be a Decision required to enable further action provided the Supplier completes a timely handover of the claim review to the Buyer;
 - 3.2.6.3. the Supplier deems the UC claim out of scope for review by exception and can reference criteria provided by the Buyer to confirm it cannot complete the claim review provided the Supplier completes a timely handover of the claim review to the Buyer; or
 - 3.2.6.4. the Supplier deems the UC claim out of scope for TCR and can reference criteria for deselection provided by the Buyer to confirm this.
- 3.2.7. The Supplier will complete an investigation of a UC claim, if it identifies incorrectness in the claim where a Decision is required the Supplier must complete a timely handover of the claim review to the Buyer providing latest available appropriate factual evidence to enable the Buyer to complete the claim review. See Paragraph 3.1.3 for more detail on the definition of a Decision.
- 3.2.8. The Supplier must conduct handovers using the Buyer Systems, and ensure that the quality of each handover meets the expected high standard (i.e. completion of all Supplier responsibilities for the claim review, clarity on what point the claim review is up to and what is required next, ensuring all available information for the claim review is documented accurately). See Paragraph 8 (Performance Management and Quality), and Call-Off Schedule 14 (Service Levels) for more details on quality requirements.
- 3.2.9. The Supplier must follow the training, guidance and materials provided by the Buyer via a train the trainer model to enable each Agent to conduct claim reviews, provide a positive experience to Claimants, and adhere to the appropriate standards of handover. See Paragraph 5 (Resource and Capability), Paragraph 8 (Performance Management

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and Quality) and Paragraph 6.5 (Support requirements) for more detail on training, guidance and materials provided by the Buyer.

- 3.2.10. The Supplier must adhere to the Buyer's operational processes and procedures, tools, and guidance to identify and support any vulnerable Claimants with complex needs or barriers where necessary within the claims review process.
- 3.2.11. The Supplier will utilise the Buyer's translation services to support engagement with in-scope Claimants that require language translation where necessary.
- 3.2.12. The Supplier shall follow the Buyer's 'Standards and Values' when dealing with Claimants. The 'DWP Customer Charter' provides these standards. <https://www.gov.uk/government/publications/our-customer-charter>

3.3. Services out of scope for this Requirement

- 3.3.1. Decisions are out of scope for the Supplier to make and/or manage. In circumstances where the Supplier reaches a point during a claim review where an action may result in a Decision, the claim review must be handed back to the Buyer. See Paragraph 3.1.3 for a description of a Decision.
- 3.3.2. The Supplier will in a timely manner handover claim reviews that are out of scope for Supplier review that, by exception, need to be completed by the Buyer. These may include, but are not limited to:
 - 3.3.2.1. claims by Claimants who are digitally excluded i.e. require use of non-digital channels such as phone claims and face-to-face claims;
 - 3.3.2.2. claims that require management outside of the Buyer systems the Supplier will have access to;
 - 3.3.2.3. claims with a Corporate Acting Body appointed;
 - 3.3.2.4. Claimants who can only supply evidence to support the claim review by postal channels due to exceptional circumstances that restrict their ability to use digital channels; and/or
 - 3.3.2.5. Claimants located in Northern Ireland.
- 3.3.3. The Supplier will remove UC claims from the TCR review process that it identifies as out of scope for claim review by both the Supplier and the Buyer and the Supplier shall deselect these UC claims using criteria provided by the Buyer. This includes, but is not limited to:
 - 3.3.3.1. Claimants with a terminal illness; and/or

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3.3.3.2. Claimants with complex mental health barriers.

3.3.4. The Supplier must implement robust processes, across all stages of the TCR Service, to enable identification of out-of-scope UC claims and to undertake appropriate action based on criteria provided by the Buyer (as may be updated from time to time).

3.4. Service working patterns

3.4.1. The Supplier must provide Agents to work to the Buyer's operational hours for the TCR Service. Normal operating hours for all TCR Services are currently Monday – Saturday 08:00 to 18:00. These are the operational hours in which the Supplier's Agents can interact and contact UC Claimants. The Supplier may undertake back-office work outside these operational hours. Paragraph 3.4.5 provides more detail on conducting back-office work outside the Buyer's operational hours.

3.4.2. The Supplier shall not be required to provide the TCR Services on English and Welsh public holidays. There is a requirement for the Supplier to provide the Services on the additional Scottish bank holidays, which will be reviewed by the Buyer on an annual basis.

3.4.3. As demand for UC claim reviews increases, the Buyer may require the Supplier to provide the Services (or part thereof) from 08:00 to 20:00 Monday to Friday, and 08:00 to 18:00 on Saturdays and Sundays, at any time during the Contract Period.

3.4.4. Should the Buyer wish to invoke extended operational or back-office hours then the Buyer shall provide the Supplier with reasonable prior written notice, and this change will be implemented as a Variation in accordance with the Variation Procedure.

3.4.5. The Supplier may undertake back-office work at any time, including outside of the Buyer's operational hours if the Supplier deems it necessary to optimise the TCR Service. However, work completed outside of the Buyer's operational hours must not be Claimant facing or result in any Claimant contact or attempted contact which includes sending Claimants digital messages and/or inviting Claimants to contact the Supplier outside of the Buyer's operational hours. The Buyer will require full details of any work planned by the Supplier to be undertaken outside of the Buyer's operational hours to ensure there is no conflict of interest, clash in relation to IT availability and maintenance and/or security concerns.

3.5. Service Business Continuity and Disaster Recovery

3.5.1. The Supplier must develop a comprehensive Business Continuity and Disaster Recovery (BCDR) Plan. The Supplier must ensure that agreed and acceptable processes (to the Buyer) are documented within the Business Continuity Plan, so that in the event of a major Supplier

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System failure there is minimum interruption to the TCR Service and standard of service required under the Contract.

- 3.5.2. The Supplier will provide a detailed BCDR Plan at least twenty (20) Working Days before the Start Date for agreement with the Buyer in accordance with the provisions of Call-Off Schedule 8 (Business Continuity and Disaster Recovery).
- 3.5.3. The Supplier must also meet the following Buyer Specific business continuity management ("BCM") requirements:
 - 3.5.3.1. all BCM documentation and records must be reviewed by the Supplier at least annually and updated accordingly;
 - 3.5.3.2. the Business Continuity Plan, and any incident management plans must be exercised by the Supplier at least annually;
 - 3.5.3.3. following exercising or actual invocation of the Business Continuity Plan and/or any incident management plans, a lessons learned exercise must be undertaken by the Supplier and a lessons learned report produced within twenty (20) Working Days of the exercise or invocation of the relevant plan; and
 - 3.5.3.4. action plans for improvement must be produced by the Supplier within ten (10) Working Days, based on the Supplier's lessons learned reports, and they must include clearly assigned responsibility for clearance, deadlines for completion and regular progress checks.

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4. Location and Premises

- 4.1. The Supplier must provide the TCR Service from UK based premises and using UK based Supplier Staff (including Agents) and other resources as necessary to fulfil its obligations set out or referred to in this Schedule and/or the other parts of this Contract. Where the Supplier provides an on-site delivery solution (each a "Supplier Site"), the Buyer and its representatives require unrestricted access to the Buyer's business delivery area within all Supplier Sites.
- 4.2. The Supplier may use working from home arrangements in its solution to deliver a remote or hybrid working model. The IT security and risk assessment requirements for these working models are the same as for site-based working arrangements and are set out or referred to in Call-Off Schedule 9 (Security).
- 4.3. Security and risk assessments to be undertaken by the Supplier in accordance with the requirements of this Contract (including Call-Off Schedule 9 (Security)) must include conditions around UK based Supplier Staff and the requirement for processing and storage of Buyer Data to take place at all times in the UK. In addition, the Supplier must comply with any applicable Buyer remote access and remote working policies notified to the Supplier by the Buyer from time to time. The Buyer's current remote working security policy can be accessed here: [DWP Remote Working Security Policy \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/policies/remote-working-policies)
- 4.4. The Supplier will provide the Buyer, or its service providers, with reasonable access to the Premises where requested from time to time, to ensure fitness for purpose of the Premises for the provision of the TCR Service on an on-going basis, e.g., site surveys.
- 4.5. The Supplier will provide access to its Premises, if required, to enable the Buyer or its Audit Agents to undertake an audit in relation to security once per calendar year or more frequently where permitted elsewhere in the Contract.

5. Resource and Capability

5.1. Cultural fit

- 5.1.1. The Supplier must recruit its workforce of Agents based on a recruitment approach which ensures that the appropriate calibre of compassionate Agents are recruited in line with the Standards and Values as set out in the 'DWP Customer Charter'.
<https://www.gov.uk/government/publications/our-customer-charter>.
- 5.1.2. The Supplier must have disciplinary policies and procedures in place (which the Supplier shall ensure are in accordance with Good Industry Practice) to respond to and deal with instances of misconduct by Supplier Staff and the Supplier must adhere to these policies when appropriate.

5.2. Resource requirements

- 5.2.1. Subject always to Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)) and Paragraph 8 (Performance Management and Quality), the scope of this Requirement is for c.2,500 FTE Agents who will conduct claim reviews. Any additional Agents and resources required to support the management of the c.2,500 FTE Agents (e.g., Team Leader Level Agents) is over and above this requirement for c.2,500 FTE Agents. Upon the Buyer's request, from time to time, the Supplier shall provide the Buyer with the numbers and details (including associated Costs) of the Supplier Staff (excluding FTE Agents) required to support the management of the c.2,500 FTE Agents, assure the quality of claim reviews and form their organisational and account management structure as part of the TCR Service, which for the avoidance of doubt are included in the Monthly Fixed Price Service Charges as described in Call-Off Schedule 5 (Pricing Details).
- 5.2.2. Subject always to Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)) and Paragraph 8 (Performance Management and Quality), the Supplier shall provide c.2,500 FTE Agents, who are competent and well-trained as understood by the competencies and accountabilities set out or referred to in this Schedule, to deliver the augmented TCR Service in accordance with the Contract. The Supplier will recruit Agents up to an initial c.500 FTE Agents operationalised and providing TCR Services by 7th October 2024, and further expectations that the Supplier will recruit and ramp-up capacity by up to c.500 per month to a total of c.2,500 FTE Agents operationalised and providing TCR Services by the 24th February 2025.
- 5.2.3. The Supplier will ensure that FTE Agent resources are available to provide TCR Services, at a minimum, across the operational hours for

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the TCR Service. This equates to the Buyers operating assumption of 2,500 Agents x 260 days x 7.5 working hours per day. This will be priced on the Supplier's Available Hours that reflects a reduction from this baseline for shrinkage including holidays and other non-productive time.

- 5.2.4. The Supplier will provide FTE Agents at the Intermediate Level Agent or equivalent level.
- 5.2.5. The Supplier will be required to provide flexibility and capacity in terms of FTE Agent resources, as well as Premises and Infrastructure resources necessary to meet fluctuations in claims review volumes and any required fluctuations in FTE Agents resources required by the Buyer, from time to time, shall be subject to the provisions of Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)). This includes the ability to flex resources up and/or down to align with the Buyer's strategic priorities for TCR.
- 5.2.6. Based on the service described in Paragraph 3 (Operational Service), the Supplier is required to provide FTE Agents with the following competencies:
 - 5.2.6.1. effective leadership and communication skills, with an ability to conduct challenging but effective conversations with Claimants;
 - 5.2.6.2. organisational ability, able to conduct and maintain multiple claim reviews simultaneously, varying by type and stage in the claim review process, within an allocated caseload;
 - 5.2.6.3. be curious and confident when questioning Claimants whilst being considerate of potential sensitivities, asking appropriate follow up questions relevant to uniqueness of the claim as required to gather evidence;
 - 5.2.6.4. able to review and compare multiple sources of information, including using reasoned judgement to assess contradictory pieces of evidence;
 - 5.2.6.5. strong judgement and assessment skills using guidance and policy provided by the Buyer from time to time, to capture a full understanding of a claim, and where needed, using this to handover UC claims to the Buyer to take over the claim review;
 - 5.2.6.6. empathetic engagement, able to engage with potentially challenging and vulnerable individuals, whilst demonstrating empathy and excellent customer service skills;

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- 5.2.6.7. professional and emotional stability, able to remain professional and maintain professionalism and provide consistent customer service when engaging with Claimants;
 - 5.2.6.8. ability to work collaboratively within own team and with wider teams to support delivery outcomes;
 - 5.2.6.9. adaptable and open to change, knowing that TCR processes will likely evolve during the Contract Period; and
 - 5.2.6.10. proactive in talking to relevant people to get advice and information when unsure how to proceed.
- 5.2.7. Based on the service described in Paragraph 3 (Operational Service), the Supplier is required to provide FTE Agents capable of delivering core accountabilities which include:
- 5.2.7.1. managing and conducting claim reviews by following a structured review process (as may be varied by the Buyer from time to time) in adherence to all legal and policy requirements;
 - 5.2.7.2. deciding what evidence is appropriate to request from Claimants as is required to confirm the validity of declarations, considering the uniqueness and context of each individual claim;
 - 5.2.7.3. planning and conducting robust interviews asking challenging questions to gather all relevant information; exercising judgement to tailor follow up questions specific to each individual claim;
 - 5.2.7.4. gathering, verifying and assessing all available information, and deciding on an appropriate course of action to identify incorrectness in each UC claim;
 - 5.2.7.5. presenting all information from the claim review clearly and accurately, so that the Buyer can use the information to make a fair judgement on required next steps for the claim;
 - 5.2.7.6. recording the progress of a claim review on the Buyer Systems and maintaining and retaining relevant evidence in the evidence file including redacting and annotating sensitive material when appropriate;
 - 5.2.7.7. contributing to feedback and lessons learned activity to shape and improve the TCR Service; and
 - 5.2.7.8. being able to identify risk in delivery to the TCR Service.

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- 5.2.8. All FTE Agents provided by the Supplier must have Base Personnel Security Standard (BPSS) clearance.

5.3. Resource ramp up and down (FTE Agent Numbers Change Mechanism)

- 5.3.1. The Supplier is required to provide flexibility and capacity in terms of its provision of FTE Agent resources, as well as Premises and Infrastructure resources necessary to meet the Buyer's requirements. This includes the ability to flex the number of resources up and/or down to align with the Buyer's strategic priorities for TCR. This Paragraph 5.3 sets out the process for such FTE Agent numbers change mechanism ("FTE Agent Numbers Change Mechanism") and shall apply alongside the provisions of Paragraph 8.3.2.
- 5.3.2. At any time following the issue by the Buyer of an Achievement Certificate in relation to Milestone M3 (Initial Operating Capability (IOC) (as described in Call-Off Schedule 13 (Implementation Plan and Testing) the Buyer may by 30 (thirty) calendar days' written notice require the Supplier to either increase or decrease the total number of FTE Agent resources by +/- 5% (five per cent) (of the then current FTE Agent resources) in any calendar month up to a maximum of 375 (three hundred and seventy-five) within any 3 (three) month period in which case the Supplier shall implement the required FTE Agent resources onboarding or removal by the end of such notice period.
- 5.3.3. For the avoidance of doubt:
- 5.3.3.1. this ramp-up/ramp-down mechanism shall apply alongside the initial ramp-up set out in Paragraph 3.2.1 (500 FTE Agents to be operationalised by the 7th October 2024, an additional 500 FTE Agents a month to a total of 2,500 FTE Agents by the 24th February 2025) but shall allow for variation to this ramp-up if required by the Buyer; and/or
- 5.3.3.2. the Buyer shall not be under any obligation to require and use a minimum number of FTE Agent resources.
- 5.3.4. Any implications of such a ramp-up/ramp-down in FTE Agent resources on the Service Charges shall flow from the pricing mechanism for the Monthly Variable Service Charge as described in Call-Off Schedule 5 (Pricing Details) and which charge is calculated by reference to the applicable price per each Available Hour provided in the Month, which in turn is determined by:
- 5.3.4.1. the total number of FTE Agent resources deployed in providing the TCR Service in the relevant Month;
- 5.3.4.2. the FTE Agent resources roles (which unless otherwise notified by the Buyer are all Intermediate Agent Level or equivalent roles); and

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- 5.3.4.3. the applicable price for the Available Hour depending on whether the Available Hour is provided by an Agent "home working" or located at a Supplier Site.
- 5.3.5. Any implications of such a ramp-up/ramp-down in FTE Resource on the Service Credits shall flow from the application of the Service Levels (and any resulting Service Credits) in Call-Off Schedule 14 (Service Levels) such that the required number of Available Hours under SL4 (Resource Monthly) shall vary in accordance with the exercise of this FTE Agent Numbers Change Mechanism.
- 5.3.6. Any ramp-up/ramp-down exercised under this FTE Agent Numbers Change Mechanism shall not be considered a Variation within Joint Schedule 2 (Variation Procedure and Variation Form).

5.4. Training

- 5.4.1. The Supplier will follow a 'train the trainer' approach to training for this Contract, whereby the Buyer will take responsibility for delivering initial training at the start of the Contract to select competent Supplier delegates identified by the Supplier as trainers ("Competent Trainers").
- 5.4.2. The Supplier will then take responsibility to roll out training to the rest of their FTE Agents throughout the Implementation Period using the Competent Trainers, and as required during the Contract Period.
- 5.4.3. The Buyer will provide all training materials to support the initial training and the Competent Trainers will deliver the training independently using these products during the Implementation Period, and for reference during the Contract Period.
- 5.4.4. The Buyer will own the training products and related materials (including all Intellectual Property Rights) delivered during the Contract Period and the Supplier will hand back (or destroy all copies at the Buyer's written request) all training products and related materials to the Buyer as part of the Exit Plan for the Contract.
- 5.4.5. To assure quality of training, the Supplier must use only the training products provided by the Buyer for training throughout the Contract Period. The Supplier's development and/or use of locally produced versions of guidance or training is not permitted during the Contract Period, unless there is prior written agreement from the Buyer permitting the Supplier to develop and/or use its own locally produced training products and related materials.
- 5.4.6. The Competent Trainers will complete c.5 (five) weeks of Buyer delivered training. This will cover 'general', 'Agent' and 'Team Leader Level Agent' requirements delivered across a number of modules which will be delivered by the Buyer through a mixture of facilitator-led

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and self-paced learning. The Agent training modules will cover c.4 (four) weeks of the c.5 (five) week training period.

5.4.7. General training modules will include, but are not limited to:

5.4.7.1. Supplier introduction to the Buyer's organisation, values, and culture;

5.4.7.2. security induction;

5.4.7.3. mental health; and

5.4.7.4. fraud, error and debt.

5.4.8. Agent training modules will include, but are not limited to:

5.4.8.1. introduction to UC and the TCR Service;

5.4.8.2. the Buyer's Next Generation Contact Centre (NGCC) telephony system;

5.4.8.3. the Buyer's claim management systems;

5.4.8.4. TCR Service claims review process/technical training; and

5.4.8.5. TCR skills training including communication, complex needs, interview techniques.

5.4.9. Team Leader Level Agent training modules will include, but are not limited to:

5.4.9.1. quality check guidance as part of performance management; and

5.4.9.2. case conferencing.

5.4.10. Note. The Buyer has created specific Agent and Team Leader Level Agent training modules based on how the Buyer organises its own TCR Service in-house team. The Supplier is not required to adopt the exact team structure as the Buyer and the scope of this Requirement only covers FTE Agents. The Buyer will provide Team Leader Level Agent training to equivalent Supplier Staff resource, as required.

5.4.11. To support effective training, the Buyer will:

5.4.11.1. provide all training materials ensuring they cover all required introductory training (e.g. the Buyer organisation, data protection, vulnerability testing etc.), technical systems (UC service, case management, NGCC etc) and process specific (TCR process);

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- 5.4.11.2. deliver initial training to Competent Trainers across a c.5 (five) week period, to a maximum of 30 (thirty) Competent Trainers;
 - 5.4.11.3. ensure training materials are kept current for the duration of the Contract Period to reflect any changes to processes, digital enhancements or scope of Agent responsibilities;
 - 5.4.11.4. offer mentoring and support to Competent Trainers throughout the Implementation Period, to aid the consolidation of information provided during training and Buyer guidance materials; and
 - 5.4.11.5. offer ongoing support to Competent Trainers post-implementation to support the evolution and development of training throughout the Contract Period.
- 5.4.12. To support effective training, the Supplier will:
- 5.4.12.1. identify an appropriate number of Competent Trainers to receive training from the Buyer to support the 'train the trainer' delivery model;
 - 5.4.12.2. plan and take responsibility for the delivery of the appropriate training for its FTE Agents using the Buyer's provided training products and related materials;
 - 5.4.12.3. provide training for its FTE Agents on all other areas required, including HR issues, site/s security, terms and conditions, business processes e.g., call monitoring aims and objectives, soft skills, IT Literacy, to ensure FTE Agents are able to meet the required quality of service under this Contract;
 - 5.4.12.4. deliver on-going training for its' Supplier Staff providing the Services as appropriate throughout the Contract Period e.g., new Supplier Staff, remedial training and/or revised processes;
 - 5.4.12.5. plan the delivery of training in line with quarterly instructions on numbers of FTE Agents required by the Buyer to deliver the TCR Services, from time to time, pursuant to Paragraph 8.3.2.1, and keep the Buyer sighted throughout to ensure Service Delivery is not impacted;
 - 5.4.12.6. conduct end of training assessments for FTE Agents to track the quality of training and allow the Buyer to conduct spot-checks on training to assure training quality;

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- 5.4.12.7. retain training records that show that FTE Agents are up to date with all relevant training to meet the Buyer's objectives and requirements for the TCR Service;
- 5.4.12.8. create a formal and current learning and development plan that can be made available to the Buyer upon request to assist with the handover of up-to-date training products with the Supplier's planned training periods (e.g., at the Start Date for the Contract and in preparation for large training waves) to ensure confidence in the Supplier's timely delivery of training to meet FTE Agent demand; and
- 5.4.12.9. ensure that its FTE Agents continually develop and learn in line with any changes to UC and TCR operational processes and procedures required by the Buyer from time to time during the Contract Period and such changes are to be treated Operational Changes to be implemented by the Supplier in a timely manner in accordance with the Operational Change Procedure as set out in Joint Schedule 2 (Change Control and Variation Form) and not as a Variation in accordance with the Variation Procedure.

5.5. Support

- 5.5.1. Support for Agents and related Supplier Staff with regards to the claims review process and procedures will be provided by the Supplier at first line. The Buyer will provide second line support where required and support queries will follow the following route to resolution:
 - 5.5.1.1. Supplier FTE Agent and related Supplier Staff;
 - 5.5.1.2. Buyer intranet guidance;
 - 5.5.1.3. Supplier first line support; and
 - 5.5.1.4. Buyer second line support.
- 5.5.2. For procedural and process support throughout the Contract Period, the Buyer will:
 - 5.5.2.1. provide the Supplier with access to the Buyer's intranet to enable FTE Agents to access relevant TCR specific and/or general guidance and/or updates;
 - 5.5.2.2. provide a designated contact for escalation of unresolved queries from the Supplier's first line support team on an ad-hoc basis; and

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- 5.5.2.3. host a regular call with the Supplier support team to share procedural updates and triage prioritised support queries unresolved by the Supplier support team.
- 5.5.3. During the Implementation Period of the Contract, the Buyer will provide support mentoring and consolidation to Competent Trainers.
- 5.5.4. To ensure that procedural and process support is provided to FTE Agents in a timely manner, the Supplier will:
 - 5.5.4.1. assign and provide designated Supplier Staff trained in the delivery of the TCR Services (including all relevant procedures and processes) to support the FTE Agents with claim review process and procedural queries;
 - 5.5.4.2. ensure that FTE Agents access available self-serve information from the Buyer's intranet daily to align with updates on any changes to claims review processes and procedures impacting the service being delivered by the FTE Agents;
 - 5.5.4.3. ensure that where necessary FTE Agents refer to the Buyer's intranet for guidance to resolve any queries and/or to validate that correct processes and procedures are followed at all times;
 - 5.5.4.4. record and retain evidence of Supplier support team first line investigation and make this evidence available to the Buyer if requested to validate escalation; and
 - 5.5.4.5. adhere to the agreed route to resolution (see Paragraph 5.5.1).
- 5.5.5. See Paragraphs 6.4 (Access Requirements) and 6.5 (Support Requirements) for Technology support requirements.

6. Technology

6.1. High-Level technology required to deliver the service.

- 6.1.1. The telephony elements of the TCR service will be made available to FTE Agents using the Buyer's NGCC platform. It should be noted that during the Contract Period the Buyer will implement a new telephony system to replace the NGCC platform. The Supplier will be required to adopt and use the replacement platform.
- 6.1.2. The Buyer will provide the Supplier with access to their existing current systems used to access and manage claim reviews. It should be noted that one of these systems, the case management tool, which is used to support claim reviews, will be phased out during the Contract Period. The Supplier will be required to adopt and use the replacement system.
- 6.1.3. The Supplier shall provide its own IT hardware, software and infrastructure to connect to the Buyer's relevant systems to deliver the TCR Service on behalf of the Buyer.
- 6.1.4. The Supplier is accessing Buyer Systems to deliver the UC TCR Services with currently no scope to transfer data to their own systems.

6.2. Telephony and Digital requirements

- 6.2.1. The telephony platform used will be the Buyer's NGCC platform via Citrix VPN (Virtual Private Network). A solution diagram for this is detailed in Appendix 1 (Telephony Requirement Definition) to this Schedule.
- 6.2.2. The Buyer's NGCC applications will be provided via Citrix over the public internet. To allow this connection certain applications will be required to be installed on the Supplier's IT equipment.
- 6.2.3. To enable the Supplier to access and use the NGCC system, the Buyer will provide:
 - 6.2.3.1. DWP NGCC for telephony and MI service;
 - 6.2.3.2. the relevant voice connectivity solution which may be subject to change to meet the evolving service. Any change will be robustly tested and delivered as part of the Buyer's change agenda;
 - 6.2.3.3. network connectivity through a sequence of applications:
 - Public Switched Telephone Network (PSTN), providing customer access via a Freephone i.e., 0800 number to the Buyer and the Agents;

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- NGCC, provides the call routing, interaction recording, and other associated elements required for the contact centre;
- Citrix, provides the virtual desktop infrastructure for application delivery; and
- access to an Application Delivery Controller (ADC) e.g., NetScaler (via the internet).

6.2.3.4. The use of the following tools to support the management of the operational delivery:

- Genesys Workspace – desktop edition provided via App-V and will use the connectivity framework deployed to access other Buyer applications served over App-V;
- Genesys Pulse and historical MI via GI2/GCXi;
- call recordings accessed through Verint i360; and
- speech analytics across the telephony estate as designated by the Buyer; and

6.2.4. The Supplier will provide:

- 6.2.4.1. correct sizing of capacity in order to deliver the TCR Services from selected Supplier Site(s);
- 6.2.4.2. a secure communications room for local infrastructure with controlled authorised access;
- 6.2.4.3. an audit trail facility to be able to control and track access to call recordings for those relevant Supplier Staff) accessing this function;
- 6.2.4.4. the technical capability to provide all required MI in a format and frequency outlined at Call-Off Schedule 1 (Transparency) and Call-Off Schedule 14 (Service Levels);
- 6.2.4.5. ensure that they meet the requirements outlined in Appendix 1 (Telephony Requirement Definition);
- 6.2.4.6. the Supplier will provide voice network connection for Supplier resources based either at home and in its premises which meets the following required criteria:
 - ≤ 50 ms of one-way latency;
 - ≤ 30 ms jitter ≤ 1 percent packet loss; and

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- 106 kbps of suitable quality connection per call, plus appropriate overhead based on the connectivity technology.
- The Supplier will provide a work force management tool or equivalent that is capable of enabling MI reporting across quality, Complaints, staff sickness, attrition, supplier IT systems downtime, available hours deployed, shrinkage. Data requirements as follows;
 - Total FTE deployed;
 - Planned Live Hours Deployed
(Daily/Weekly/Monthly);
 - Actual Live Hours Deployed
(Daily/Weekly/Monthly);
 - Planned Available Hours Deployed
(Daily/Weekly/Monthly);
 - Actual Available Hours Deployed
(Daily/Weekly/Monthly);
 - Sickness & Attrition Planned & Actual
(Daily/Weekly/Monthly);
 - Holidays, Breaks, Meetings, Training, System
downtime - Planned & Actual
(Daily/Weekly/Monthly); and
 - Total Shrinkage Planned & Actual
(Daily/Weekly/Monthly).

6.2.5. The Supplier will be required to provide hardware as appropriate for the Agent desktop and/or laptop as specified in Paragraph 6.3 (Hardware and software requirements).

6.2.6. The Buyer will provide the Supplier Staff with role-based access to relevant Buyer systems in order to access and manage claims via CITRIX/NetScaler over the public internet. The primary Buyer systems used to access and manage UC claims are the UC service and the case management tool.

6.2.7. The Buyer will also provide access to other tools and systems to enable the Supplier to deliver the TCR Service. More detail on these can be found at Paragraph 6.4 (Access requirements).

6.3. Hardware and software requirements

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6.3.1. The Supplier will provide its own IT equipment for both working from home and site/s based working arrangements for Supplier Staff.

6.3.1.1. For a home worker, suitable xDSL or cable connectivity with a suitable speed (as outlined in Paragraph 6.2.4.6) to account for speed flex due to the contended nature of the technology.

6.3.2. The Supplier devices used to access any Buyer system must:

- have a minimum specification of a laptop, desktop, or mini-PC with:
- Windows 10 operating system as the operating system;
- Core 2 Duo 2.6 GHz;
- Gbytes of main memory;
- 200 Gbytes of free disk space; and
- Suitable LAN interface i.e., wired connection or Wi-Fi as required;

6.3.3. have an active anti-virus software (AVS) product in place selected from the following list and be a version that is currently supported by the relevant vendor:

- McAfee;
- Symantec/Norton;
- Total AV;
- Avast;
- Crowdstrike; or
- Microsoft Defender.

It is not mandated that the Supplier uses any of the anti-virus products listed in Paragraph 6.3.3 but for the DWP Risk Assessment referred to in the Buyer's Code of Connectivity, the Supplier (referred to in Appendix 3 as the "Onboarding Organisation") will need to demonstrate to the Buyer that the Supplier devices used to connect to the Buyer systems have a suitable AVS product which is managed and has frequent definition/engine updates;

6.3.3.1. use Microsoft Edge;

6.3.3.2. include a suitable, tested, and certified headset that suits the Supplier's own health and safety assessment;

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- 6.3.3.3. allow for certain assistive technology for accessibility purposes, this is to be tested and certified by the Supplier to be suitable for their employee purposes; and
- 6.3.3.4. Assure that any applications required by the Supplier shall be licenced as required by the Supplier e.g., the Windows 10 devices required to deliver the Contract shall have the appropriate Windows licence.
- 6.3.4. The Supplier will ensure that in respect of the relevant anti-virus and anti-malware application(s) deployed by the Supplier for the Contract, appropriate required patches from Microsoft and relevant third parties are updated as required on Agents' end-user devices.
- 6.3.5. The Supplier will ensure that the Citrix EPA scanner is updated in a timely manner when requested by the Buyer.
- 6.3.6. The Supplier will ensure that the Citrix VPN is updated in a timely manner when requested by the Buyer.
- 6.3.7. The Supplier must comply with the current user authentication methods of the external-facing service and are responsible for providing 1) a corporate email address to receive the One Time Password (OTP) and 2) a unique mobile telephone number (for each user). Together, these form the multi-factor authentication requirements for access to relevant Buyer systems to deliver the TCR Service. See Appendix 3 (Code of Connectivity).
- 6.3.8. The Supplier is responsible for selecting end user devices for use by Supplier Staff that have the appropriate compliance markings including but not limited to (where applicable):
 - Radio Equipment Directive (RED);
 - Conformité Européen (CE) marking;
 - Electromagnetic Compatibility (EMC) directive;
 - Restriction of Hazardous Substances (RoHS); and
 - Waste Electrical & Electronic Equipment (WEEE).
- 6.3.9. The Supplier will ensure that all electrical equipment, used to support the Contract whether owned by the Supplier or not, is safe and properly maintained in accordance with the Provision and Use of Work Equipment Regulations 1998.

6.4. Access requirements

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- 6.4.1. In addition to the NGCC platform, the Buyer will also provide access to other relevant parts of the Buyer System to enable the Supplier to deliver the TCR Service, these include, but are not limited to:
 - 6.4.1.1. UC service;
 - 6.4.1.2. Case management tool;
 - 6.4.1.3. UC training services;
 - 6.4.1.4. Customer information system;
 - 6.4.1.5. Unacceptable customer behaviour database;
 - 6.4.1.6. Buyer intranet;
 - 6.4.1.7. Buyer SharePoint;
 - 6.4.1.8. Microsoft Office;
 - 6.4.1.9. DWP Place – technical support;
 - 6.4.1.10. Citrix EPA; and
 - 6.4.1.11. Application Delivery Controller (ADC) e.g., NetScaler.
- 6.4.2. The Buyer will provide the Supplier with the relevant Buyer-side user accounts to enable access to the Buyer System.
- 6.4.3. The Supplier will provide to the Buyer or its nominated representatives:
 - 6.4.3.1. access to its premises to allow the Buyer and/or its Audit Agents to take steps (including through the audit provisions set out in Joint Schedule 9 (Minimum Standards of Reliability) and Clause 6 (Record keeping and reporting) of the Core Terms) to ensure all security provisions are satisfied;
 - 6.4.3.2. a suitable network connection method back to the Buyer's internal network to allow the Buyer NGCC softphone to route voice traffic. The Buyer will work with the Supplier's networking team to set up the network connection access rules accordingly;
 - 6.4.3.3. a VPN solution to connect home worker's devices back to the Supplier's corporate network and this solution must allow the routing of voice and SIP (Session Initiation Protocol) traffic;
 - 6.4.3.4. designated person(s) to manage the security of access to Buyer systems in line with security criteria;

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- 6.4.3.5. all required MI in a format and frequency agreed by the Buyer outlined in Call-Off Schedule 14 (Service Levels) and Call-Off Schedule 1 (Transparency Reports);
- 6.4.3.6. administration and authorisation of levels of Buyer system access for Supplier Staff in accordance with Buyer guidance as follows:
 - NGCC password resets (Agents can change their own password, and Supervisors/Team Leads can unlock 'locked out' Agent and Supervisor/Team Lead accounts);
 - changes to Agent skill; and
 - complete team moves; and
- 6.4.3.7. adherence to the processes to administer and authorise levels of Buyer system access for Supplier Staff in accordance with Buyer guidance.
- 6.4.4. The Supplier is not permitted to install any of its own systems on the Buyer's IT Environment unless a full impact assessment has been undertaken by the Buyer and written permission provided by the Buyer's security team.

6.5. Support requirements

- 6.5.1. In relation to support, the Buyer will provide:
 - 6.5.1.1. access to the Buyer's IT helpdesk facility for technical support in relation to the Buyer Systems, alongside access to a network of IT support managers . This includes virtual technology support for the NGCC platform if required;
 - 6.5.1.2. a configuration team who will be responsible for the creation and management of FTE Agent accounts across the NGCC platform. The Supplier will be required to complete and submit all changes to such accounts via a user configuration request (UCR). The type of UCR requests serviced by the Buyer's configuration include:
 - creating an Agent account;
 - deleting Agent accounts;
 - move Agents within teams; and
 - creating or modifying Supervisor/Team Lead accounts.

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- 6.5.2. The Supplier will be required to investigate any technical issues, whether individual or multi-user, to ascertain whether the issue relates to its own infrastructure or any part of the Buyer System.
- 6.5.3. The Supplier will provide, in accordance with the Detailed Implementation Plan, an overview document explaining its internal incident management processes for review by the Buyer. The Supplier and Buyer will agree the high-level process/approach to investigating and resolving technical issues which may fall to either the Buyer or the Supplier (as appropriate) as well as any information which needs to be documented when raising technical issues.
- 6.5.4. The Supplier must provide technical and security experts trained in the Supplier's digital infrastructure, and how the Supplier's technical infrastructure interacts and connects with the Buyer systems, to support the Buyer with resolving technical queries.
- 6.5.5. The Supplier will provide nominated points of contact within the Supplier Staff for any issue escalations to help resolve any technical queries.
- 6.5.6. The Supplier is responsible for resolving all issues relating to its own IT infrastructure (including any outsourced systems) in a timely manner to avoid any adverse impact on the provision and performance of the TCR Services.
- 6.5.7. The Supplier must escalate all unresolved technical issues relating to the Buyer systems immediately they are identified using the 'DWP Place' online application.
- 6.5.8. The Buyer will resolve any technical issues relating to Buyer systems but will expect the Supplier to provide support where required.
- 6.5.9. The Supplier will be required to notify the relevant Buyer team immediately where there is a technical issue impacting multiple users to assess impact on service and agree any action needed.

6.6. Future initiatives

- 6.6.1. During the Contract Period:
 - 6.6.1.1. the Buyer will implement a new telephony system to replace the NGCC platform. The Supplier will be required to adopt and use this new system, once implemented in place of the NGCC, to deliver the telephony and telephony enabled reporting elements of the service;
 - 6.6.1.2. it is expected that the Buyer's tool which is used to support allocating and managing claim reviews, will be phased out. The Supplier will be required to adopt and use the

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replacement tool on the same basis and in the same manner as the Buyer's internal claims review team; and

- 6.6.1.3. it is expected the Buyer may, from time to time, change the method of accessing and provisioning of the Buyer Systems, services and applications to the Supplier. The Supplier will be required to adopt and use any new Buyer Systems or solutions in place of existing systems and solutions where required by the Buyer and such requirement shall be treated as a Buyer Operational Change.

7. Implementation and Mobilisation

7.1. Implementation and Mobilisation

7.1.1. The Supplier will provide a Draft Detailed Implementation Plan to the Buyer to evidence its ability to provide the accommodation, infrastructure, technology, and resources required to deliver the service. Call-Off Schedule 13 (Implementation Plan and Testing) contains the implementation plan template the Supplier will use to produce the Draft Detailed Implementation Plan.

7.1.2. The Supplier will implement and deliver their services in accordance with a Buyer approved version of the Detailed Implementation Plan.

7.1.3. The Buyer has identified Milestones that the Supplier is required to include in its Draft Detailed Implementation Plan:

7.1.3.1. **Milestone 1:** Contract Start Date;

7.1.3.2. **Milestone 2:** Build and Test of the Supplier System complete – including but not limited to the following:

- establishment of secure and stable connectivity to the Buyer System, for both homeworking and office working;
- provision of all relevant IT equipment for instance laptops (or equivalents), headsets etc. and associated lead times;
- first users connected to relevant Buyer systems; and
- agreed location and premises arrangements established in accordance with Paragraph 4 (Location and Premises) to provide sufficient suitable accommodation and delivery model.

7.1.3.3. **Milestone 3:** Initial Operating Capability (IOC), meeting the capability required to initiate service commencement – including but not limited to the following:

- recruitment completed for initial FTE Agents in accordance with the Supplier's Detailed Implementation Plan;
- train the trainer complete for 30 Competent Trainers;
- resource names and team structures defined and provided to the Buyer;

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- Buyer system access in place and testing for initial tranche of FTE Agent names and team structures completed;
- onboarding and wider Supplier-led training started; and
- initial TCR Service Delivery commenced.

7.1.3.4. **Milestone 4:** Full Operating Capability (FOC), the Supplier has met the full FTE Agent requirement, and the fully operational TCR Service is live including but not limited to the following:

- c2,500 FTE Agents onboarded (subject always to Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)) and trained 8 (eight) months after the Start Date to the standard set in the end of training assessment; and
- c2,500 Agent FTEs (subject always to Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)) are delivering the TCR Service as described in this Schedule.

7.1.4. The Supplier will ensure it adheres throughout the Implementation Period to the governance requirements in Schedule 13 (Implementation Plan and Testing) relating to the Implementation Plan.

7.1.5. Before commencement of the Services the Supplier must ensure that the following elements are signed off by the Buyer in line with the relevant provisions of this Schedule and Schedule 13 (Implementation Plan and Testing):

7.1.5.1. accommodation, location and premises (including compliance with the Buyer's remote-working policy);

7.1.5.2. infrastructure;

7.1.5.3. security;

7.1.5.4. service changes implementation process (as it relates to the Paragraph 3.2.5 of this Call-Off Schedule 20 (Call-Off Specification));

7.1.5.5. technology and systems (to include laptop/ computer availability for FTE Agents); and

7.1.5.6. FTE Agents with the required training and competency.

8. Performance Management and Quality

8.1. Performance Management Framework Overview

- 8.1.1. The Buyer has defined a Performance Management Framework whereby the Supplier will be monitored by the Buyer against four key areas of performance: supply of resources, volume, quality, and experience.
- 8.1.2. The Supplier will participate in the delivery of the Performance Management Framework and performance against supply of resources, volume, quality, and experience will inform Contract Management and the payment of any Service Credits.
- 8.1.3. Call-Off Schedule 14 (Service Levels) sets out in detail the required Service Levels and metrics and measurement of Supplier performance of the Services against the Service Levels which will underpin the Performance Management Framework.
- 8.1.4. The Supplier will monitor and report on its own performance of the Services against the Service Levels utilising systems provided by the Buyer in accordance with the frequency outlined in Call-Off Schedule 14 (Service Levels).
- 8.1.5. The Supplier may be required to provide input and insight in a timely manner upon request from the Buyer to aid the Buyer's development of appropriate performance measures for the TCR Service as a by-product of the continued, iterative development of the TCR. This may be expected during the Implementation Period, and at intervals throughout the Contract Period (if required). Performance metrics will be baselined, at least in part, by comparison to the Buyer's performance delivery of identical process points.
- 8.1.6. For example, the Supplier may be required to support the pilot, monitoring and implementation of a test and learn approach to ensure that performance measures are aligned to both Supplier and Buyer capability, and TCR strategic priorities. See Call-Off Schedule 14 (Service Levels) for more detail on this approach.

8.2. Performance Management Framework Principles and Supplier Expectations

The Performance Management Framework will be understood according to the following principles and Supplier expectations:

- 8.2.1. **Supply of Resources** – Is the expected number of FTE Agents being provided?
 - 8.2.1.1. Subject always to Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)) and this

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Paragraph 8 (Performance Management and Quality), the Supplier is required to provide c.2,500 FTE Agents capable of delivering the TCR Service.

8.2.1.2. The Supplier must be able to accommodate Buyer requests to flex its provision of FTE Agents up and down subject to the provisions of Paragraphs 2.1.5, 5.2.5, 5.3.1 and 8.3.2 of this Call-Off Schedule 20 (Call-Off Specification).

8.2.1.3. The Supplier is required to collaborate with the Buyer at scheduled quarterly review periods and input into discussions on other viable alternatives to flexing the provision of FTE Agents. See Call-Off Schedule 15 (Call-Off Contract Management) for more detail on quarterly review meetings.

8.2.2. **Volume** – Is the expected volume of claim reviews being met?

8.2.2.1. The Supplier is required to provide the TCR Services in accordance with productivity related Service Level (SL) 3 (Productivity Weekly) as set out in Call-Off Schedule 14 (Service Levels). The Target Performance Level for SL3 is only indicative at the Call-Off Start Date but will be agreed by the Parties (acting reasonably) in accordance with the provisions of Paragraphs 2.2 and 2.3 of Call-Off Schedule 14 (Service Levels) and will be based on recent actual performance by the Supplier and the Buyer's ambition for the TCR Service. Actual performance of the TCR Service by the Supplier will be captured through MI reporting on outbound calls and completion of activities using the Buyer Systems. The Buyer will provide guidance to outline an expected standard of productivity for each stage of the claim review. The productivity target for SL3 will be defined by the Buyer and agreed by the Parties (acting reasonably) using insights gained from the Supplier's actual performance of the TCR Service during the Grace Period captured by the MI reporting and benchmarked against the Buyer's guidance to advise the expected average standard of productivity for each reporting period. The Buyer will notify the Supplier of the implementation date of the Target Performance Level for the agreed SL3 Service Level at least four weeks before applying Service Credits.

8.2.2.2. As the TCR Service iterates, the productivity target volume of claim reviews completed by the Supplier will be reviewed to align with this. See Call-Off Schedule 14 (Service Levels) for more detail.

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8.2.2.3. The Supplier is required to complete all claim reviews, due to the nature of the reviews the Supplier will complete some reviews without conducting a full end-to-end review. See Paragraph 3 (Operational Service) for more detail on the requirements for a completed claim review.

8.2.3. **Quality** – Is the expected quality of claim reviews being met?

8.2.3.1. The Supplier is required to deliver the claim reviews to the quality standard defined by the Buyer and expected of the Buyers' in-house team.

8.2.3.2. The Supplier is required to complete timely and high-quality handovers of claim reviews to the Buyer, using Buyer systems. A high-quality handover can be understood as follows:

- the Supplier has completed all required claim review activities to the standard outlined in the Buyer's training and guidance;
- the Supplier has clearly communicated the status of the claim review to the Buyer;
- the Supplier has clearly communicated what the required next steps are for the claim review; and
- the Supplier has recorded appropriate evidence for the claim review, made all evidence available for further review, and signposted the Buyer to key evidence documents, if required.

8.2.3.3. Quality will be assessed by the Buyer in line with the Buyer's 'Tier 1' and 'Tier 2' quality framework. 'Tier 1' and 'Tier 2' quality checks are as follows:

- **Tier 1 Quality Checks** – Supplier-led assessment of the accuracy of the claim review.
- Tier 1 checks require the Supplier to complete proportionate and targeted checks on specific claim review stages. Targeted checks will be defined by the Buyer and focus on known high-risk areas or recent changes in process. The Supplier must measure and record scoring against set standards using Buyer-provided guidance and templates. Tier 1 checks can be completed whilst a claim review is in progress. A defined proportion of Tier 1 checks completed by the Supplier will

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be assured by secondary review by the Buyers contract management team.

- **Tier 2 Quality Checks** – Buyer-led, independent assurance of the accuracy of the claim review.
- Tier 2 checks are delivered by the Buyer against randomly selected Supplier claim reviews. The volume of checks per month may vary according to Buyer priorities and focus areas identified by Tier 1 checks. Tier 2 quality checks require the Buyer to complete a full check of a claim review completed by the Supplier. A full check can be understood as the completion of quality checks across the end-to-end claim review in its totality.

8.2.3.4. The Buyer defines two categories of quality checks applicable to both Tier 1 and Tier 2 quality assessments – (I) process checks and (II) observation checks as described below:

- Process quality checks – an assessment on the extent to which the FTE Agent has completed the specific claim review activity in line with the required standards. This will include reviewing that key process steps, in stages across the claim review process, have been completed to the required standard.
- Observation quality checks – A Tier 1 assessment on the extent to which the FTE Agent has upheld the expected standard of Claimant experience.

8.2.3.5. The Supplier is required to take on shared responsibility for assuring the quality of the claim reviews across Tier 1 and Tier 2 quality assessments. The Supplier must provide additional management level Supplier Staff to deliver this quality assurance; quality assessment activities will not be completed by Supplier Agents. Supplier responsibility for quality assurance is as follows:

- the Supplier must complete the agreed volume of Tier 1 quality checks on proportionate stages of the claim review process. The Supplier will be required to conduct at least two quality checks per Agent, per month, which will be randomly selected from completed claim reviews;
- the Supplier must complete the agreed volume of targeted Tier 1 quality assessments, at the Buyer's request;

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- the Supplier must engage with Buyer teams to support secondary review of the agreed volume of their completed Tier 1 quality checks; and
- the Supplier must engage as required to support the Buyer in completing Tier 2 quality checks and comply with improvements requested based on their outputs.

8.2.3.6. The Supplier is required to contribute to the improvement of TCR by engaging with, and contributing to, the Buyer's continuous improvement initiatives. See Paragraph 11 (Continuous Improvement) for more detail.

8.2.3.7. The Supplier will participate in assurance reviews that may be required by the Buyer from time to time on an ad hoc basis during the Contract Period. For example:

- following a significant change to the Buyer's operational procedures and/or processes for the TCR Service, the Buyer may require the Supplier to undertake an increased number of quality checks on the specific part of the revised procedures and/or processes to ensure it can demonstrate its adherence to the revised processes and procedures; or
- where, as a result of quality checks, the Buyer's contract management team identifies repeat non-adherence to processes or procedures, or an increasing trend in feedback/Complaints, the Buyer may require additional ad hoc meetings with the Supplier to share findings and request focus to tailor coaching to Agents where appropriate, and conduct review sessions.

8.2.4. **Experience** – Is the expected standard of Claimant experience being met?

8.2.4.1. The Supplier will be required to uphold the designed standard of Claimant experience and ensure Claimants are treated fairly and with respect throughout the claim review process.

8.2.4.2. The Supplier must provide the expected calibre of FTE Agents, the Agents will be measured on their customer interaction across all channels as part of the quality check process undertaken by both the Supplier (Tier 1 quality check) and the Buyer (Tier 2 Quality check). See Paragraph 5 (Resource and Capability) for more detail of Agent capability requirements.

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8.2.4.3. The Supplier must follow the Buyer's Complaint handling process and meet the standard set of 0.0025% for the maximum monthly number of upheld Complaints received against monthly cases worked, where the customer has been engaged. The Supplier will:

- investigate each Complaint in full;
- provide evidence in response to each Complaint using Buyer systems; and
- report on all Complaints as part of monthly reporting requirements.

8.2.4.4. See Paragraph 9.2 (Complaints) for more detail on handling Complaints, and Appendix 2 (Complaints Requirement Definition) for details of the Complaints handling process.

8.2.4.5. The Supplier shall conduct ad-hoc customer satisfaction surveys in respect of the TCR Services provided on behalf of the Buyer, when requested by the Buyer.

8.3. Buyer Delivery of the Performance Management Framework

8.3.1. The Buyer will provide updated guidance on expected performance criteria as part of the agreed engagement strategy (see Call-Off Schedule 14 (Service Levels) and Call-Off Schedule 15 (Call-Off Contract Management)).

8.3.2. To fulfil the supply of resources principle, the Buyer will follow the FTE Agent Numbers Change Mechanism set out in Paragraph 5.3 (Resource ramp up and down (FTE Agent Numbers Change Mechanism)) and shall:

8.3.2.1. provide quarterly instruction on numbers of FTE Agents required to deliver the TCR service and the Supplier shall comply with such instructions from time to time;

8.3.2.2. host a quarterly review meeting to work with the Supplier to review any potential requirement to flex FTE Agent provision and identify appropriate next best actions; and

8.3.2.3. monitor the Supplier's supply of FTE Agents and apply a maximum tolerance exception of 2.5% (two and one-half per cent) +/- in each monthly reporting period, with a maximum tolerance exception of + 1% (one per cent) calculated on an annual average basis when determining the Supplier's performance against Service Level SL4 (Resources – Monthly) in Call-Off Schedule 14 (Service Levels). The Buyer will not be liable for any payment of FTE Agent Available

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Hours deployed over the 2.5% (two and one-half per cent) maximum tolerance exception against the instructed resources profile.

8.3.3. To fulfil the **volume** principle, the Buyer will:

- 8.3.3.1. allocate sufficient claims to the Supplier for review during the Contract Period;
- 8.3.3.2. optimise the allocated caseload of claim reviews to ensure alignment with available Supplier resource and productivity levels; and
- 8.3.3.3. monitor and share Supplier performance during the Implementation Period and at the start of full operational capacity to inform and adjust performance measures in line with Supplier capability, Buyer capability and strategic priorities.

8.3.4. To fulfil the **quality** principle, the Buyer will:

- 8.3.4.1. assess Supplier performance during the Implementation Period and at the start of full operational capacity to inform and adjust performance measures in line with Supplier capability, Buyer capability and strategic priorities;
- 8.3.4.2. provide quality assessment templates and supporting definitions and process guide(s) for Supplier use when conducting observation and process quality checks. The templates will be made available during the Implementation Period in accordance with the Implementation Plan and are subject to change as TCR design evolves. The Buyer will ensure the Supplier is kept up to date with current materials. For:
 - process quality checks the template comprises of set scored standards against training materials and TCR guidance which include (but are not limited to):
 - FTE Agents' compliance with TCR Service processes and procedures; and
 - FTE Agents quality of handover back to the Buyer's in-house team;.
 - observation quality checks, the template consists of helpful hints and instruction to assess Agent performance across behaviour, communication and generic information categories to:

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- evaluate what went well;
 - provide focus for improvement; and
 - record agreed improvement actions;
- 8.3.4.3. undertake call monitoring, assessment, validation and process checks in line with the Tier 1 and 2 quality assessments;
- 8.3.4.4. define the focus of targeted Tier 1 checks on a monthly basis informed by areas identified as high-risk, or following roll-out of changes to the claim review process;
- 8.3.4.5. provide monthly call calibration sessions with the Supplier to ensure mutual understanding of the TCR Service standards required;
- 8.3.4.6. conduct quality reviews with the Supplier on a monthly basis, unless an urgent issue is identified and then a shorter period must be implemented; and
- 8.3.4.7. undertake analysis of the Supplier's performance of the TCR Service. Findings from the analysis will be shared with the Supplier through engagement forums or through correspondence and any action needed will be agreed between the Buyer and Supplier.
- 8.3.5. To fulfil the **experience** principle, the Buyer will:
 - 8.3.5.1. provide a robust Complaints handling process to be adhered to by the Supplier. More detail on Complaints can be found in Paragraph 9 (Contract Management) and Appendix 2 (Complaints Requirement Definition);
 - 8.3.5.2. progress, resolve, and administer pay-out as part of the appropriate compensation/redress schemes. Any payments will be recovered from the Supplier where they are at fault on a monthly cadence; and
 - 8.3.5.3. run digital customer satisfaction surveys to gain insight in respect of customer/Supplier interactions.

8.4. Measurement and Management of the Performance Management Framework

- 8.4.1. The Supplier must meet the performance criteria as stipulated in Call-Off Schedule 14 (Service Levels).

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- 8.4.2. The Supplier's management of its performance against the performance criteria will be in accordance with the performance management requirements in Call-Off Schedule 15 (Call-Off Contract Management).
- 8.4.3. The applicable performance measures will be reviewed monthly as part of the agreed engagement strategy but will also be reviewed following changes to TCR processes, digital enhancement, and in-house teams delivery of identical process points.
- 8.4.4. Changes to the applicable performance measures will be communicated within agreed engagement forums which will be set up on a weekly monthly and quarterly basis as outlined at Call-Off Schedule 15 (Call-Off Contract Management).

8.5. Management Information (MI)

- 8.5.1. The Supplier will be required to provide MI to the Buyer as detailed in Call-Off Schedule 1 (Transparency) and Call-Off Schedule 14 (Service Levels), and be able to assure the quality of MI and reporting in advance of submission to the Buyer.
- 8.5.2. The Buyer will support the Supplier in the configuration of all Buyer NGCC reporting mechanisms and will provide the Supplier with access to other Buyer systems that will be used to enable claim reviews and support MI reporting.
- 8.5.3. The Supplier will ensure it has the capability to:
 - 8.5.3.1. fully validate MI prior to the distribution of reports to ensure reported MI is accurate, up to date and complete;
 - 8.5.3.2. be flexible and change the scope of MI reports and frequency of submission from time to time as requested by the Buyer;
 - 8.5.3.3. produce ad-hoc reports and detailed analysis where requested by the Buyer; and
 - 8.5.3.4. provide monthly and quarterly MI reports to the Buyer in advance of monthly Business Review Meetings and quarterly Commercial Board meetings.

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9. Contract Management

- 9.1.1. Contract Management of the Services will be provided using a joint Buyer and Supplier team and the Meetings and Boards as detailed at Call-Off Schedule 15 (Call-Off Contract Management).
- 9.1.2. The Supplier shall provide the performance MI to support Contract Management as outlined at Call-Off Schedule 14 (Service Levels) and the required Transparency Reports as outlined in Call-Off Schedule 1 (Transparency).
- 9.1.3. To deliver the Contract Management the Buyer will provide:
 - 9.1.3.1. Buyer's contract management team to work in conjunction with the Supplier to manage and monitor TCR Service operations through mutual collaboration and partnership;
 - 9.1.3.2. members of the Buyer's contract management team may infrequently work from the Supplier's premises as the Buyer or Supplier feels necessary during the Contract Period to support changes, attend meetings or ad-hoc impacts (if the Supplier has a working model that includes any premises); and
 - 9.1.3.3. details of standard meetings (virtual or face to face), which are adaptable to meet both the Supplier's and the Buyer's requirements outlined at Call-Off Schedule 15 (Call-Off Contract Management).
- 9.1.4. The Supplier will provide the following resources in addition to this requirement to support the management of the Contract as outlined in Call-Off Schedule 7 (Key Supplier Staff):
 - 9.1.4.1. resources to work with the Buyer to provide strategic leadership and input and manage the service;
 - 9.1.4.2. resources to manage and monitor operations through mutual collaboration and partnership;
 - 9.1.4.3. resources to lead the successful delivery of services, advising the Buyer of any challenges or ways of improvement of delivery;
 - 9.1.4.4. resources to meet performance, targets and support the network; and
 - 9.1.4.5. resources to be available to cover all Buyer operational opening hours and to be empowered to enact Business Continuity Plans.

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- 9.1.5. The role of the Supplier's Contract Management team will be to:
- 9.1.5.1. provide guidance and advice on day to day operational (Buyer business) issues and share good practice to continuously improve;
 - 9.1.5.2. embed principles of continuous improvement in relation to the TCR Services and share analysis and findings with the Buyer through the forum network;
 - 9.1.5.3. collate, interpret, and monitor real time and historic MI for the contracted operations; and
 - 9.1.5.4. report on Buyer system unavailability (daily and weekly) and have the ability and resource to immediately raise technology incidents in relation to the Buyer System that impacts ability to conduct claim reviews or otherwise affects performance.
- 9.1.6. The Buyer and Supplier Contract Management personnel will agree an appropriate method of updating the Supplier on information, changes to processes and procedures and issues relating to the TCR Services.
- 9.1.7. The Supplier will facilitate Contract Management meetings (virtual or face to face) and supply meeting room facilities and car parking (if available) at no additional cost to the Buyer to support partnership working. Arrangements for using Supplier facilities will be agreed in advance with the Supplier as detailed at Call-Off Schedule 15 (Call Off Contract Management). The Contract Management meetings include but are not limited to:
- 9.1.7.1. annual review meetings to include security, compliance and financial reviews as agreed in advance with the Buyer;
 - 9.1.7.2. monthly Business Review Meetings and quarterly Commercial Board meetings led by the Buyer to discuss performance achievement and Contract Management. These will be attended by key lead individuals within the Buyer's and the Supplier's teams, with documentation and secretariat provided by the Supplier;
 - 9.1.7.3. monthly Relationship Engagement Meetings providing a pre agreed score template which identifies areas for discussion reporting on:
 - agreed performance metrics;
 - seat utilisation and capacity management;
 - performance improvement activities;

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- financial stability & invoicing;
- forward planning;
- changes to management team(s);
- proposals for changes to working practices through the Operational Change Procedure with a clear emphasis on improving the customer journey, improving claim review process and reducing instances of fraud and error;
- any business disruption incidents including mitigation to prevent re-occurrence as per Business Continuity Plans;
- security and breaches of security including any reports coming from the protective monitoring service at intervals agreed with the Buyer;
- system outages for the Buyer telephony network and other dependent systems; and
- identification of areas suitable for continuous improvement raised and/or process mapped by the Supplier and Supplier Staff. These may lead to innovative ideas that will improve the TCR Service for customers and enhance the business agenda.

9.1.7.4. Weekly Planning Meetings between the Buyer and the Supplier to review the previous week's performance and plan for the coming fortnight as well as review the latest available hours instruction. The Supplier will highlight any potential hotspots to the Buyer in suitable time via these meetings.

9.1.8. The Supplier will provide the Buyer monthly with:

- 9.1.8.1. a dashboard report containing pre-agreed performance and quality metrics as outlined at Call-Off Schedule 14 (Service Levels);
- 9.1.8.2. details of revenue profile, profit profile and access to the Supplier's base finance data; and
- 9.1.8.3. written financial and performance reports as detailed at Call-Off Schedule 1 (Transparency) specific to each service line throughout the Contract Period in accordance with the payment mechanism and comparing performance against the Service Levels or on request.

9.2. Complaints

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

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- 9.2.1. A "Complaint" is an expression of dissatisfaction about the TCR Service received in person, in writing (clerical or digital), or by telephone to any Buyer/Supplier members of staff that requires follow-up action. Complaints can be made by a customer, their authorised representative or third party.
- 9.2.2. The Supplier will be provided with the Buyer's complaints handling process (as may be updated by the Buyer from time to time), and will follow these processes – see Appendix 2 (Complaints Requirement Definition). Reporting of Complaints will be part of the monthly Contract Management team reporting requirements. The Supplier will fully investigate Complaints in a timely manner via relevant Buyer systems updated by the Supplier Staff as well as call recording and provide full details of the Complaint to the Buyer.
- 9.2.3. The Supplier shall comply with requests for information from the Independent Case Examiner, the Buyer's Parliamentary Business Unit, Subject Access Requests and those requests stimulated by Parliamentary questions, freedom of information requests and any other ad hoc requests for information by specified timescales. These requests are to be managed in accordance with Buyer security rules in respect of the transfer of data.
- 9.2.4. The Buyer will progress, resolve any escalated Complaints, and administer pay-out as part of the appropriate compensation/redress schemes. The Buyer will be reimbursed promptly on a monthly basis by the Supplier in respect of any compensation payments made by or on behalf of the Buyer in relation to a Complaint where the Supplier is at fault (estimated value of a compensation payment ranges from £50-£2000 depending on the circumstances).

9.3. Audit

- 9.3.1. The Buyer will comply with the audit provisions as outlined in Call-Off Schedule 1 (Transparency Reports) and Call-Off Schedule 5 (Pricing Details), Call-Off Schedule 9 (Security) and Clause 6 (Record keeping and reporting) of the Core Terms.
- 9.3.2. The Supplier will undertake audits on a monthly basis as outlined in Appendix 4 (Monthly Audit Document), in the following areas to assure adherence to the Buyers' relevant policies and procedures:
 - 9.3.2.1. Buyer Systems audit trail referrals – process, feedback, and content;
 - 9.3.2.2. user access – process & sample, including 2 factor authentication;
 - 9.3.2.3. bogus contact – process and % sample; (bogus contact is an attempt by an individual or an organisation to obtain

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information about DWP claimants to which they are not entitled, usually by impersonating a claimant or someone else that the Authority may disclose personal information to);

9.3.2.4. acceptable use policy incidents – reports and action taken;

9.3.2.5. voice recording access, operations, and 3rd party access;

9.3.2.6. annual e-learning;

9.3.2.7. use of email;

9.3.2.8. use of internet;

9.3.2.9. compliance with the Data Protection Legislation;

9.3.2.10. Freedom of Information (FOI) requests;

9.3.2.11. Subject Access Requests (data protection);

9.3.2.12. Learning & Development (L&D) checks;

9.3.2.13. Buyer feedback checks; and

9.3.2.14. quality checks.

9.3.3. The list in Paragraph 9.3.2 is not exhaustive and will need to be adapted to meet the changes in the TCR Services, adaptations to security requirements and changing operational environment including Buyer responses to cyber security, fraud, and error.

9.4. P2P

9.4.1. The Supplier must be prepared to:

9.4.1.1. use electronic purchase to pay (P2P) routes, including catalogue and invoicing; and

9.4.1.2. work with the Buyer to set up and test all electronic P2P routes. This may involve the Supplier creating technical ordering and invoice files, including working with the Buyer's ERP system service suppliers and systems.

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10. Security and Compliance

- 10.1.1. The Supplier will be required to adhere to requirements outlined at Call-Off Schedule 9 (Security).
- 10.1.2. All FTE Agents provided by the Supplier must have Base Personnel Security Standard (BPSS) clearance.
- 10.1.3. The Supplier shall note that it is incumbent upon it to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before accessing any Buyer Systems. The Supplier shall ensure that this is reflected in its planning.
- 10.1.4. The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Sub-contractors in accordance with the Buyer's requirements.
- 10.1.5. Agents will not be permitted access to live Buyer systems or Buyer Data without being compliant and having the required security clearance. Due to this, the Supplier is required to build in an appropriate failure rate to secure performance.
- 10.1.6. The Buyer applies the protective marking of OFFICIAL for the TCR Services, systems and information in scope, especially where Personal Data is held and used.
- 10.1.7. The Supplier is required to manage all OFFICIAL marked materials on all medias to adhere to the relevant data management and disposal requirements and standards. The required standards are outlined in the Core Terms and Call-Off Schedule 9 (Security).
- 10.1.8. Buyer Data is considered to be OFFICIAL for small amounts of data; and OFFICIAL for aggregated amounts of information, as defined in the HMG Security Policy Framework.
- 10.1.9. The Supplier and any of its Sub-contractors, shall not access, process, host, or transfer Buyer Data outside of the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this Paragraph shall apply to Landed Resources.
- 10.1.10. The Buyer has legal and regulatory obligations to verify that the Supplier have a reasonable standard of security in place to protect Buyer Data and assets.
- 10.1.11. The Buyer is committed to the protection of the Buyer Data and its other information, assets and personnel and expects the same level of commitment from the Supplier (and any Sub-contractors if applicable).

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- 10.1.12.To protect the Buyer appropriately, the Buyer's security assurance requirements align to Good Industry Practice and are proportionate to the security risk level of the Contract and are set out or referred to in Call-Off Schedule 9 (Security).
- 10.1.13.The Authority's security safeguards and requirements in relation to Personal Data can be found in Clause 15 (Data Protection) of the Core Terms.
- 10.1.14.The Supplier must comply with the requirements for adequately and proportionately securing Buyer Data (including Personal Data), in accordance with the provisions of Clause 15 (Data Protection) of the Core Terms, and Call-Off Schedule 9 (Security) and home-working specific requirements referred to in Paragraph 4 (Location and Premises).
- 10.1.15.The standards are based on and follow ISO 27001 and Cabinet Office Security Standards detailed at <https://www.gov.uk/government/publications/security-policy-framework>.
- 10.1.16.The Supplier will also provide a level of security which meets the requirements of the Cyber Essentials Plus scheme.
- 10.1.17.Buyer security personnel must also have access to relevant Supplier premises to conduct audits on processes and procedures used to provide the TCR Service as they deemed necessary, and to perform physical security audits on the relevant Supplier premises as required.
- 10.1.18.In providing the TCR Service the Supplier will be required to process customer Personal Data including special category data and sensitive data e.g., health. It is essential that the Supplier maintains the security and integrity of customer information through appropriate use of IT, adherence with identity verification, data sharing processes and system security protocols.
- 10.1.19.The Buyer has the right to undertake an investigation of an FTE Agent if it believes, or there is evidence of, fraud activity or a breach in security. The Supplier will provide data, information, and support with the investigation through to conclusion of activity.

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11. Continuous Improvement

11.1. The obligations on the Supplier under Call-Off Schedule 3 (Continuous Improvement) and Clause 3.1.3 of the Core Terms shall be read alongside this requirement.

11.2. Definition

11.2.1. Continuous Improvement is a change in delivery which can be defined as a shift, realignment, or fundamental change in business operations. The Buyer's approach to Continuous Improvement is aimed at improving the TCR Service and reducing the exposure of the UC service to fraud and error. The beneficiaries of these improvements are UC Claimants and other third parties including:

11.2.1.1. UC Claimants;

11.2.1.2. system and process users; and

11.2.1.3. the taxpayer.

11.2.2. The Supplier will support the Buyer's drive for Continuous Improvement of the TCR Service by leveraging and sharing knowledge, experience and understanding during the Contract Period. The Supplier will assess and put forward any ideas for transformational change that may enhance the TCR Service and reduce fraud and error. That may include, but is not limited to:

11.2.2.1. performance;

11.2.2.2. Claimant experience;

11.2.2.3. quality;

11.2.2.4. learning and guidance;

11.2.2.5. culture; and

11.2.2.6. digital.

11.2.3. The Buyer is looking to draw on the Supplier's experience in augmented services to:

11.2.3.1. identify process changes to drive improvements across the TCR Service;

11.2.3.2. identify common themes within the TCR Service;

11.2.3.3. reduce instances of fraud and error in the UC service; and

11.2.3.4. reduce non-value contact, re-work, and avoidable contact.

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11.2.4. To support the delivery of Continuous Improvement the Supplier will be required to :

- 11.2.4.1. provide input to the quarterly Innovation and Continuous Improvement Forum as outlined in Call-Off Schedule 15 (Call-Off Contract Management) and progress Continuous Improvement and innovation proposals that include the identification of improvement opportunities/issues that require further exploration;
- 11.2.4.2. provide input at the Innovation and Continuous Improvement Forum to discuss and approve key opportunities for innovation proposal and other Continuous Improvement initiatives to be developed as detailed in Call-Off Schedule 15 (Call-Off Contract Management).
- 11.2.4.3. use expertise in undertaking feasibility studies including working with Buyer colleagues to recommend proof of concepts and formal trials. Work with the Buyer's TCR Service design colleagues in taking forward opportunities for Continuous Improvement and innovation;
- 11.2.4.4. host agreed proof of concepts and trials including undertaking root cause analysis, problem solving, and data gathering to inform analysis and next steps and supporting the Buyer's colleagues in validating return on investment;
- 11.2.4.5. use its experience of working with wider contracts and other large-scale companies/organisations to provide insight and identify best practice to help inform Continuous Improvement opportunities and areas for innovation;
- 11.2.4.6. working in partnership with the Supplier the Buyer is looking to use the Supplier's experience in augmented services for:
 - collaborating with the Buyer's TCR Service claims review team to transform and embed improved processes into the TCR Service, bringing areas for potential improvement to the attention of the Buyers' TCR Service design colleagues;
 - identifying common themes that contribute to instances of fraud and error in the UC service, bringing areas for potential improvement to the attention of the Buyers' TCR Service design colleagues; and
 - collaborating with the Buyer to reduce non-value add contact, rework, and avoidable contact.

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11.2.5. To support Continuous Improvement and the Innovation and Continuous Improvement Forum the Supplier will submit proposals for innovation and other Continuous Improvements as follows:

11.2.5.1. the Supplier will forward all innovation and Continuous Improvement opportunities to the Buyers contract management team, this will be via the Relationship Engagement Meeting as outlined in Call-Off Schedule 15 (Call-Off Contract Management); and

11.2.5.2. the Buyers contract management team will be responsible for ensuring that the appropriate Buyer teams are informed of all innovations and Continuous Improvement proposals from the Supplier, and these will be logged using the Buyer's internal JIRA System and tagged as Supplier innovation / Continuous Improvement.

12. Corporate Social Responsibility

12.1. Background

- 12.1.1. Social value legislation places a legal requirement on all public bodies to consider the additional social, economic, and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and to deliver them. These benefits are over and above the core deliverables of the Contract and come under the umbrella of Joint Schedule 5 (Corporate Social Responsibility) and Call-Off Schedule 25 (DWP Additional Contractual Requirements).
- 12.1.2. The Buyer requires the Supplier to adhere to the expected standards of service considering the well-being of Buyer staff, Supplier Staff and customers. Specifically, the Buyer requires that the Supplier will:
 - 12.1.2.1. demonstrate tackling economic inequality and equal opportunity;
 - 12.1.2.2. demonstrate action to support health and wellbeing including physical and mental health within the contract workforce;
 - 12.1.2.3. influence Buyer staff, Supplier Staff, suppliers, customers, and communities through delivery of the Contract to support health and wellbeing, including physical and mental health;
 - 12.1.2.4. demonstrate action to identify and tackle inequality in employment, skills, and equal pay in the Supplier Staff;
 - 12.1.2.5. support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the Contract; and
 - 12.1.2.6. demonstrate action to identify and manage the risks of modern slavery in the delivery of the Contract including in the Supplier's supply chain.
- 12.1.3. The Buyer requires the Supplier to comply with the provisions of the Supplier Code of Conduct, Joint Schedule 5 (Corporate Social Responsibility), and Call-Off Schedule 25 (DWP Additional Contractual Requirements).

12.2. Services to be provided

- 12.2.1. **Equality and Accessibility** - the Supplier shall support the Buyer in fulfilling its public sector equality duty under S149 of the Equality Act 2010.

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- 12.2.2. **Modern Slavery** – the Supplier shall further support the elimination of modern slavery throughout its supply chains in accordance with Joint Schedule 5 (Corporate Social Responsibility), and the Supplier shall:
 - 12.2.2.1. at all times be compliant with the provisions of the Modern Slavery Act 2015;
 - 12.2.2.2. complete on an annual basis the Modern Slavery Assessment Tool as directed by the Cabinet Office and the Buyer; and
 - 12.2.2.3. make the outcomes of its modern slavery assessment available to the Buyer when requested.
- 12.2.3. **Income Security** – the Supplier will meet the requirements detailed at Paragraph 4 of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2.4. **Working Hours** - the Supplier will meet the requirements detailed at Paragraph 5 of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2.5. **Sustainability** - the Supplier will meet the requirements detailed at Paragraph 6 of Joint Schedule 5 (Corporate Social Responsibility).

13. Standards

13.1. Background

- 13.1.1. There are a number of Standards that the Buyer requires the Supplier to adhere to. This Paragraph 13 outlines certain key Standards and how the Supplier will manage compliance with these particular Standards.

13.2. General

- 13.2.1. Throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Buyer's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Variation Procedure.
- 13.2.2. Where a new or emergent standard is to be developed or introduced by the Buyer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Buyer's receipt, of the Services is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 13.2.3. Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Buyer and shall be implemented within an agreed timescale.

13.3. Technology and Digital Service Practice

- 13.3.1. The Supplier shall (when designing, implementing, and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

13.4. Open Data Standards & Standards Hub

- 13.4.1. The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at: <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles> as they relate to the specification of standards for software interoperability, data, and document formats in the IT Environment, in Call-Off Schedule 9 (Security).
- 13.4.2. Without prejudice to the generality of Paragraph 13.2.2, the Supplier shall, when implementing or updating a technical component or part of the Supplier System where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested

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Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, and Government's IT infrastructure and the suggested open standard.

- 13.4.3. The Supplier shall ensure that all documentation published on behalf of the Buyer pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well/as any native file format documentation in accordance with the obligation under Paragraph 13.4.1 to comply with the UK Government's Open Standards Principles unless the Buyer otherwise agrees in writing.

13.5. Service Management of Software & Standards

- 13.5.1. Subject to Paragraphs 13.2 to 13.4(inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

13.5.1.1. ITIL v4;

13.5.1.2. ISO/IEC 20000-1 2018 "Information technology — Service management – Part 1";

13.5.1.3. ISO/IEC 20000-2 2019 "Information technology — Service management – Part 2";

13.5.1.4. ISO 10007: 2017 "Quality management systems – Guidelines for configuration management"; and ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301"; and

13.5.1.5. ISO/IEC 27031:2011 and ISO 22301:2019.

- 13.5.2. For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software scheme as being compliant to "Bronze Level," then this shall be deemed acceptable.

13.6. Hardware Safety Standards

Framework Ref: RM6181

Project Version: v1.0

Model Version: v1.0

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- 13.6.1. The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:
- 13.6.1.1. any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
 - 13.6.1.2. any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;
 - 13.6.1.3. any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and
 - 13.6.1.4. any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.
- 13.6.2. Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.
- 13.6.3. The Supplier shall ensure all electrical equipment it uses to provide the Services (whether owned by the Supplier or a third party), is safe and properly maintained as detailed in the Provision and Use of Work Equipment Regulations 1998 and <http://www.hse.gov.uk/work-equipment-machinery/power.htm>

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14. Exit**14.1. Transfer of Undertakings (Protection of Employment) Regulations (TUPE)**

- 14.1.1. It is anticipated that on expiry or earlier termination of the Contract the Supplier Staff would transfer to the Buyer (or a Replacement Supplier) under TUPE. Where TUPE applies, were any transferring employees subject to redundancy post transfer, those costs would be the liability of the new employer. Please refer to both Call-Off Schedule 10 (Exit Management) and Call-Off Schedule 2 (Staff Transfer).
- 14.1.2. The Buyer does not expect the Supplier to factor redundancy costs of Supplier Staff on expiry, early termination or during the Contract Period into the Charges and the Buyer expects the Supplier to manage its organisation and services accordingly through normal business processes.
- 14.1.3. Where the Contract is terminated early pursuant to Clause 11.6.3, in circumstances where Supplier Staff do not transfer to the Buyer (or to a Replacement Supplier) the Buyer will reimburse statutory redundancy costs (as defined in the Contract) in accordance with Clause 11.6.6 of the Core Terms (inserted via Special Term 17 in the Order Form).

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15. Optional Services

15.1. Scope

- 15.1.1. Subject to Buyer governance, there may be a requirement during the Contract Period for the addition of Optional Services.
- 15.1.2. The addition of these Optional Services will be subject to agreement between the Parties using the Variation Procedure set out in Joint Schedule 2 (Variation Procedure and Variation Form).
- 15.1.3. Where the Buyer requires any of these Optional Services it shall notify the Supplier and the Parties shall proceed in a timely manner to agree a Variation (subject to Paragraph 15.1.6) to add the provision of the relevant Optional Services to the scope of the Services to be provided by the Supplier under this Contract.
- 15.1.4. The Optional Services under this Contract fall within the scope of the following non-exhaustive service requirements:
 - 15.1.4.1. provision of flexible and scalable fully outsourced contact centre processing services;
 - 15.1.4.2. provision of services inclusive of inbound and outbound contact capabilities for customer service contact;
 - 15.1.4.3. provision of software technologies required in the delivery of the scope of services outlined in this Schedule or any other Optional Services; and
 - 15.1.4.4. provision of consultancy services in the implementation, delivery or review of the services outlined in this Schedule or any other Optional Services.
- 15.1.5. These Optional Services are likely to be required at the following levels:
 - 15.1.5.1. contact centre agent at Entry Level Agent or equivalent and/or Intermediate Level Agent or equivalent; and/or
 - 15.1.5.2. contact centre consultancy and related services at various levels as defined in the Framework.
- 15.1.6. The Parties shall, where applicable, adopt the existing pricing and charging mechanisms set out in Call-Off Schedule 5 (Pricing Details) in agreeing a the Charges which apply in relation to any Optional Services introduced by a Variation.

Appendix 1 – Telephony Requirement Definition

1. The Buyer will route Claimants from its telephony infrastructure to the Supplier via Genesys Contact Centre Solution - DWP NGCC.
2. Agents must be able to place the Claimant on hold during conference set-up or transfer process as per guidance.
3. Agents must be able to connect to the Buyer's translation service, into the conversation using a 3-way conference contact facility. The Supplier must ensure that the conference occurs at the NGCC platform and not via its own telephony.
4. All call defined response and messages must conform to the Buyer's Standards and be implemented by the Supplier on their switch and played at defined times within the customer journey as specified by the Buyer. Ownership of messaging and auto-attendant facilities will be retained by the Buyer.
5. All appropriate contacts involving Claimants will be recorded in their entirety, so that defined individuals may listen to selected recordings. Personal calls must not be made via the NGCC/ platform.
6. Defined individuals (both Supplier and Buyer) must have access to be able to listen to voice recordings for quality monitoring and security purposes.
7. There will need to be an audit trail functionality to track all contacts that have been listened to by the name of the listener.
8. Supervisor 'listen-in' facility to live contacts being handled by Agents must be available where enabled.
9. The Supplier's resource must be able to transfer the Claimant to other Buyer operational centres via a cold/warm transfer. Agents will also be required to signpost Claimants to other organisations where appropriate, in line with guidance provided by the Buyer.
10. NOT USED
11. Contact costs for transferred Claimants will continue in line with the originally dialled number.
12. The Supplier should be operationally flexible to manage and support the Buyer during business disruption events.
13. Any Supplier resource must be able to transfer the Claimant at any point to a Team Leader Level Agent or other available Agent at any time.
14. Supplier resource should be able to make/receive Claimants calls, whilst having access to systems and intranet information.
15. The Supplier must ensure a full MI set is kept in relation to outbound contacts at Agent level in accordance with the requirements of the Contract.
16. The telephony system will record usable MI for reporting purposes via GI2/ GCXi and Pulse.
17. The Supplier must have adequate telephony capacity to handle the calls required to support cases.
18. Buyer will cover the cost of the 0800-telephone number/s that the Claimant will dial for the Services within this Contract. These must not be included in the Supplier's costs or

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the Charges. Contact costs for transferred Claimants will continue in line with the originally dialled number.

Citrix VPN solution diagram:

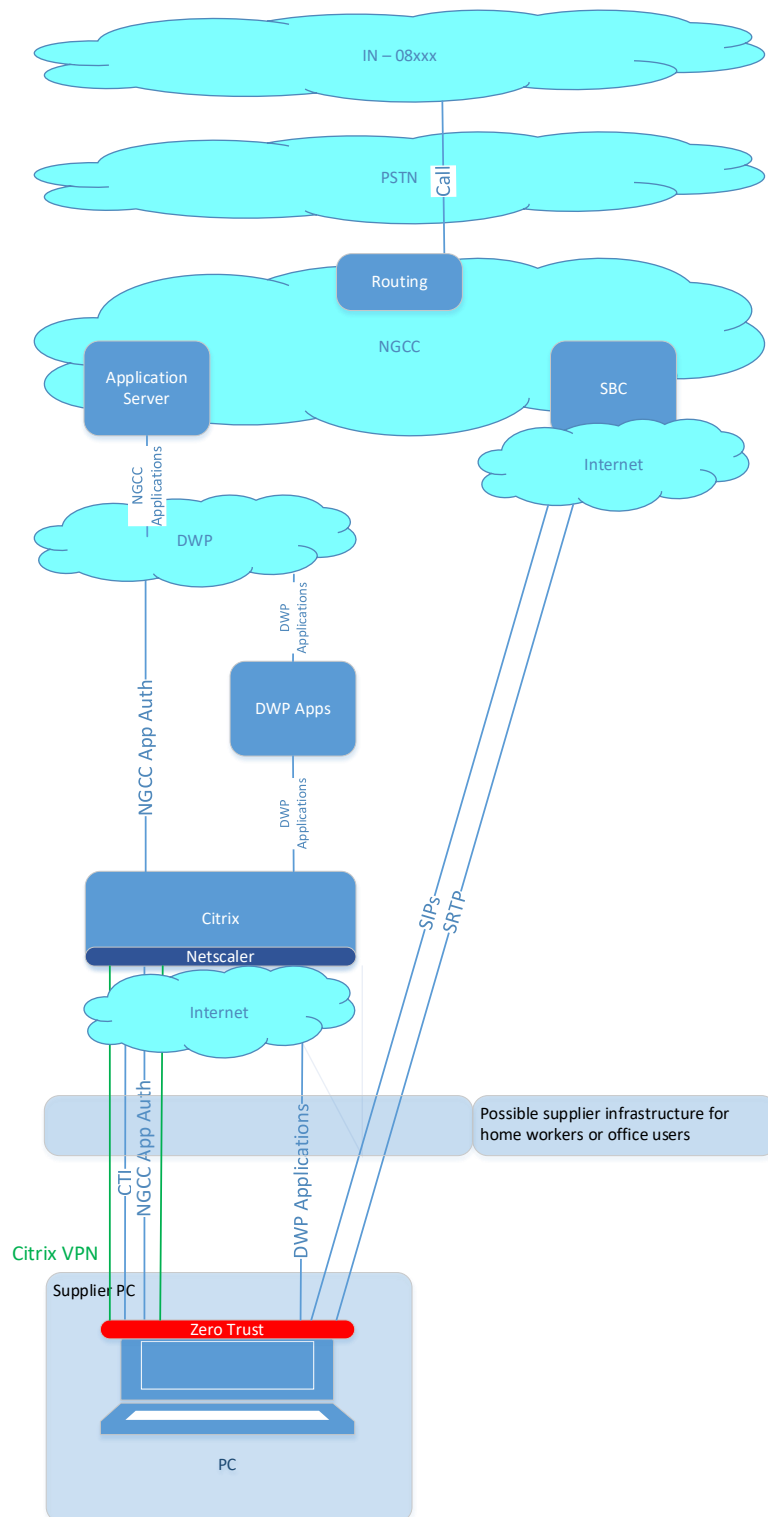


Figure 2 - Citrix VPN solution diagram

Appendix 2 – Complaints Requirement Definition

1. A Complaint is an expression of dissatisfaction about the Supplier made in person, in writing or by telephone to any Supplier member of staff that requires follow-up action. Complaints can be made by the Claimant, the Buyer, their authorised representative or a third party connected to the Claimant or the Buyer.
2. Upon receipt of a Complaint the Supplier shall identify if the Complaint is in respect of action or inaction of the Supplier or the Buyer.
3. If the Complaint is against the Supplier, then the Supplier shall investigate and resolve the Complaint.
4. The Supplier shall resolve Complaints in accordance with applicable performance standards.
5. The Supplier shall acknowledge receipt of all Complaints received, in writing, within 24 hours of receipt.
6. The Supplier shall resolve or put in place a resolution plan agreed by the complainant in respect of all Complaints appropriate to the Supplier within 5 working days of receipt of the Complaint. All actions are to be documented. A senior Supplier resource leader should review the Complaint, actions and resolution plan and undertake any appropriate remedial actions.
7. Where the Complaint is to be referred to the Buyer that referral shall be made within 12 working hours of receipt of the Complaint. Any documentation should be sent to the agreed Buyer nominated contact.
8. The Supplier shall provide the Buyer with a monthly record of all Complaints received together with the action taken to resolve the Complaint.
9. Should the customer remain dissatisfied and complain again on the same issue the Complaint shall be deemed to be escalated. In these instances, the Supplier shall refer the Complaint and action taken when the initial Complaint was made, to the Buyer on the day of receipt. The Buyer shall respond to these Complaints and liaise with the Supplier accordingly.
10. If the Complaint is in respect of both the Buyer and the Supplier, the Supplier shall refer the Complaint to the Buyer within 12 working hours and liaise with the Buyer who shall respond to these Complaints.
11. If the Complaint is regarding actions taken by, or concerning the role of, the Buyer the Supplier shall refer them to the Buyer on the day of receipt or as soon as is reasonably practicable. The Buyer shall respond to these Complaints in a timely manner.
12. If the Complaint is by someone other than the customer, a nominated representative, an employer of a customer or another relevant person the Supplier shall refer the Complaint to the Buyer on the day of receipt or as soon as is reasonably practicable. The Buyer shall respond to these Complaints in a timely manner.
13. The Supplier must comply with requests for information stimulated by Parliamentary questions, freedom of information requests and any other ad hoc requests for information in timescales to be agreed between the parties.
14. The Buyer shall progress and resolve any escalated Complaints and administer pay-out where appropriate as part of the appropriate compensation/redress schemes in accordance with the Buyer's Complaints procedure.

Appendix 3 – High-Level Claim Review Activity Overview

1. The below is not exhaustive but aims to provide an illustrative view of the activities and processes involved in a claim review.
2. Note: TCR processes and ways of working are developed iteratively by the Buyer, so the activities detailed below are likely to evolve during the Contract Period based on digital enhancement and process improvement – these changes will be limited to and implemented as Buyer Operational Changes only via the Operational Change Procedure. Variations will be progressed via the Variation Procedure as set out in Clause 25 (*Changing the Contract*) of the Core Terms and Joint Schedule 2 (*Change Control and Variation Form*).

Claim receipt and allocation:

The Buyer will allocate claims to the Supplier based on rules.

Indicative activities	Associated activity layer(s)
<ul style="list-style-type: none">• Receive a selection of claims from the Buyer.	<ul style="list-style-type: none">• Clerical
<ul style="list-style-type: none">• Manage the backlog of cases and allocate claims to FTE Agents.	<ul style="list-style-type: none">• Clerical

Claim preview:

The Supplier will pick-up an allocated claim, conduct an initial triage to verify that the claim is in scope for review (see Paragraph 3.3 (*Services out of scope for this Requirement*) of this Schedule for out of scope criteria), then complete initial case preview activities as follows:

Indicative activities	Associated activity layer(s)
<ul style="list-style-type: none">• Check if claim is in scope for a claim review by the Supplier. E.g., Is the Claimant digitally excluded? Does the Claimant have a terminal illness?• Claims identified as out of scope for Supplier to complete will be handed over to the Buyer to complete.• Claims that are out of scope due to deselection for TCR (e.g. out of scope for both the Supplier and Buyer) will be marked as out of scope for the claim review process.	<ul style="list-style-type: none">• Clerical• Assessment
<ul style="list-style-type: none">• Conduct initial claim preview to check for any updates on the Claimant's account (e.g. Claimant is away on holiday), and identify any Claimant barriers. This may include some vulnerabilities e.g. if a Claimant has a health condition.	<ul style="list-style-type: none">• Clerical• Assessment
<ul style="list-style-type: none">• Conduct initial information gathering. E.g., reviewing information already declared by the Claimant in relation to UC, if there are any outstanding actions on the claim.	<ul style="list-style-type: none">• Clerical

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<ul style="list-style-type: none"> • Contact the Claimant to offer a warm-up call to set expectations for the review process. Note: It is not mandatory for the Claimant to accept the call. 	<ul style="list-style-type: none"> • Clerical
<ul style="list-style-type: none"> • Schedule and hold a warm-up call with Claimant, if required. • Reassess any Claimant barriers that may have been identified during the call and handover claim to Buyer if required. 	<ul style="list-style-type: none"> • Clerical • Assessment

Evidence request:

The Supplier will engage with the Claimant to request evidence and complete an initial validation of any evidence received.

Indicative activities	Associated activity layer(s)
<ul style="list-style-type: none"> • Issue request to the Claimant for evidence. 	<ul style="list-style-type: none"> • Clerical
<ul style="list-style-type: none"> • Claimant will have 14 days to supply evidence via their UC account. • Monitor claim each day to check if evidence has been updated, and response to any messages received from Claimant. • If there is no response or evidence received from the Claimant after 14 days a Decision is required, the Supplier will hand the claim to the Buyer for possible suspension. 	<ul style="list-style-type: none"> • N/A
<ul style="list-style-type: none"> • Review evidence received and conduct initial validation to ensure it complies with criteria for eligible evidence. • Request additional evidence if required. 	<ul style="list-style-type: none"> • Assessment • Clerical
<ul style="list-style-type: none"> • Use Buyer Systems and tools to check information on the Claimant. • Identify any triggers that warrant the claim review to be handed over to the Buyer, e.g., if the claim has been flagged as suspected fraud since the initial preview. 	<ul style="list-style-type: none"> • Clerical • Assessment

Analysis and interview preparation:

The Supplier will conduct a thorough review of evidence, prepare questions for, and schedule an interview with the Claimant.

Indicative activities	Associated activity layer(s)
<ul style="list-style-type: none"> • Review and validate evidence provided. • A Decision is required if the Supplier is unable to validate the evidence, identify suspected fraud, identify a high-risk individual - the Supplier will hand over the claim. 	<ul style="list-style-type: none"> • Assessment
<ul style="list-style-type: none"> • Update claim and its status to mark evidence reviews completed. 	<ul style="list-style-type: none"> • Clerical
<ul style="list-style-type: none"> • Prepare questions for Claimant interview based on analysis of evidence and information. 	<ul style="list-style-type: none"> • Assessment

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<ul style="list-style-type: none">Schedule and book outbound call to interview with Claimant.	<ul style="list-style-type: none">Clerical
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Conduct interview:

The Supplier will host a Claimant interview to discuss the information declared, potential changes of circumstances, and any discrepancies in Claimant evidence.

Indicative activities	Associated activity layer(s)
<ul style="list-style-type: none">Make telephone call to Claimant.If there is no response from the Claimant after at least 2 attempts, a Decision will be required and the claim will be handed back to the Buyer for the Buyer to assess and confirm appropriate next steps for the award e.g. possible suspension.	<ul style="list-style-type: none">Clerical
<ul style="list-style-type: none">Conduct call with Claimant, completing security and verification checks.Ask Claimant the prepared questions to capture information, understand what has been declared and potential discrepancies.Answer queries the Claimant may have.	<ul style="list-style-type: none">Assessment
<ul style="list-style-type: none">If required, request the Claimant to make updates to their claim (e.g. if their circumstances have changed).	<ul style="list-style-type: none">Assessment
<ul style="list-style-type: none">Finish the call with the Claimant.Update the claim following discussion and set any required actions. E.g., If the Claimant needs to make any updates to their claim.	<ul style="list-style-type: none">N/A
<ul style="list-style-type: none">The Supplier is required to handover the claim if a Decision is required, such as if an under- or overpayment needs processing based on the Claimant's change in circumstance.	<ul style="list-style-type: none">AssessmentClerical

Outcome:

The Supplier will complete their assessment to confirm that the claim is correct, that further information is required, or where incorrectness is evident that further action is required by a Buyer Decision.

Indicative activities	Associated activity layer(s)
<ul style="list-style-type: none">Write up and summarise the output from the interview using relevant Buyer Systems.	<ul style="list-style-type: none">Clerical
<ul style="list-style-type: none">Assess and consider next steps, this could include:<ul style="list-style-type: none">Consider if an additional call with the Claimant to follow-up on any outstanding areas is required.Consider whether any additional evidence from the Claimant is required.	<ul style="list-style-type: none">Assessment
<ul style="list-style-type: none">Once all required information and assessment has been completed, determine an outcome for the claim.	<ul style="list-style-type: none">AssessmentClerical

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<ul style="list-style-type: none">• This could be completing the claim review if no further action is required.• The Supplier would be required to hand over the claim to the Buyer if a Decision is required.	
<ul style="list-style-type: none">• Complete all relevant sections of the online claim form and actions required as part of completing a claim (including sending the Claimant a message).• Or, if a Decision is required hand the claim over to the Buyer.	<ul style="list-style-type: none">• Clerical

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Appendix 4 – Monthly Audit Document



Quality and Security
Audit - Blank Templat

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Call-off Schedule 21 – (Northern Ireland Law)

Not Used

Call-Off Schedule 22 (Lease Terms) – Not Used

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Call-off Schedule 22 – (Lease Terms)

Not Used

Call-Off Schedule 23 (HMRC Terms) – Not Used

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Call-off Schedule 23 – (HMRC Terms)

Not Used

Call-Off Schedule 24 (Supplier Furnished Items) – Not Used

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Call-off Schedule 24 – (Supplier Furnished Items)

Not Used

Call-Off Schedule 25 (DWP Additional Contractual Requirements)

Definitions

The definitions set out in Joint Schedule 1 shall apply to this Schedule.

1. Prevention of Fraud

- 1.1 The Buyer places the utmost importance on the need to prevent Fraud and irregularity in the delivery of this Contract. The Supplier and Subcontractors are required to:
 - 1.1.1 ensure that the Supplier and/or Subcontractors performance management systems do not encourage individual staff to make false claims regarding achievement of Contract performance targets;
 - 1.1.2 ensure a segregation of duties within the Supplier's and/or Subcontractors operation between those employees directly involved in delivering the Services performance and those reporting achievement of Contract performance to the Buyer;
 - 1.1.3 ensure that an audit system is implemented to provide periodic checks, as a minimum at six (6) monthly intervals, to ensure effective and accurate recording and reporting of Contract performance.
- 1.2 The Supplier shall use its best endeavours to safeguard the Buyer's funding of the Contract against Fraud generally and, in particular, Fraud on the part of the Supplier's directors, employees or Subcontractors. The Supplier shall pay the utmost regard to safeguarding public funds against misleading claims for payment and shall notify the Buyer immediately if it has reason to suspect that any serious irregularity or Fraud has occurred or is occurring.
- 1.3 If the Supplier, its Staff or its Subcontractors commits Fraud in relation to this or any other Contract with the Crown (including the Buyer) the Buyer may:
 - 1.3.1 recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Buyer throughout the remainder of the Contract Period; or

Call-Off Schedule 25 (DWP Additional Contractual Requirements)

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- 1.3.2 recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this Paragraph.
- 1.4 Any act of Fraud committed by the Supplier or its Subcontractors (whether under this Contract or any other Contract with any other contracting authority) shall entitle the Buyer to immediately terminate this Contract, and any other Contract the Buyer has with the Supplier, by serving written notice on the Supplier.
- 1.5 If the Buyer finds that the Supplier has deliberately submitted false claims for Contract payments with the knowledge of its senior officers the Buyer will be entitled to terminate this Contract, or any other Contract the Buyer has with the Supplier, with immediate effect.

2. Offshoring

2.1 Supply of the Services

While not in any way limiting any other provision of this Contract, in delivering the Services the Supplier and any of its Sub-contractors, shall comply with the DWP Offshoring Policy. The DWP Offshoring Policy shall apply to Landed Resources.

2.2 Protection of Information

In accordance with the DWP Offshoring Policy and while not in any way limiting any other provision of this Contract, the Supplier and any of its Subcontractors, shall not Off-Shore Buyer Data (as described in the DWP Offshoring Policy) outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question.

2.3 Where the Buyer has given its prior written consent to the Supplier to process, host or access Buyer Data from premises outside the United Kingdom (in accordance with Paragraph 6 (d) of Joint Schedule 11 (Data Processing)):

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

3. Prevention of Bribery and Corruption

- 3.1 The Supplier shall, if requested, provide the Buyer with any reasonable assistance, at the Buyer's reasonable cost, to enable the Buyer to perform

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- any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010.
- 3.2 If the Supplier notifies the Buyer that it suspects or knows that there may be a breach of Clause 28 (*Preventing Fraud, Bribery and Corruption*) of the Core Terms and/or this Paragraph 3, the Supplier must respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Buyer to audit books, records and any other relevant documentation.
- 3.3 If the Supplier, its Staff or anyone acting on the Supplier's behalf engages in any Prohibited Act, the Buyer may;
- 3.3.1 terminate the Contract and recover from the Supplier the amount of any Loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
- 3.3.2 recover in full from the Supplier any other Loss sustained by the Buyer in consequence of any breach by the Supplier of Clause 28 (*Preventing Fraud, Bribery and Corruption*) of the Core Terms and/or this Paragraph 3.
- 3.4 Despite Annex B of Call-Off Schedule 15 (*Call-Off Contract Management*), any dispute relating to:
- 3.4.1 the interpretation of Clause 28 (*Preventing Fraud, Bribery and Corruption*) of the Core Terms; and/or
- 3.4.2 this Paragraph 3; and/or
- 3.4.3 the amount or value of any gift, consideration or commission, shall be determined by the Buyer and its decision shall be final and conclusive.
- 3.5 Any termination under Clause 11.4 (*When CCS or the buyer can end a contract*) of the Core Terms and/or this Paragraph 3 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Buyer.
- 3.6 In exercising its rights or remedies under Clause 11.4 (*When CCS or the buyer can end a contract*) of the Core Terms, Clause 28 (*Preventing Fraud, Bribery and Corruption*) of the Core Terms and/or this Paragraph 3, the Buyer shall:
- 3.6.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of, the person performing any Prohibited Act(s); and

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- 3.6.2 give all due consideration, where appropriate, to action other than termination of the Contract.

4. Administration, Liquidation, and Exit

- 4.1 Further to the requirements of Call-Off Contract Schedule 10 (*Exit Management*), upon the termination or expiry of the Contract, and/or otherwise upon the Supplier entering Liquidation the Supplier shall at its own cost and at no cost to the Buyer;
- 4.1.1 conduct a full and thorough search for any electronic and paper records held by the Supplier which contain Buyer Data in accordance with the Buyer instructions;
- 4.1.2 return all such records to the Buyer in accordance with their instructions;
- 4.1.3 permanently destroy all copies of any relevant electronic records; and
- 4.1.4 provide written confirmation to the Buyer that the actions outlined above in this Paragraph 4.1 have been completed.
- 4.2 In the event of a Subcontractor of the Supplier being in Liquidation then the Supplier shall recover records held by the Sub-contractor and provide assurance to the Buyer that they have been recovered.
- 4.3 In the event the Supplier is put into Administration the Buyer will work closely with the Administrator to ensure the Supplier is able to maintain Buyer, and other records they have created and held and maintain these standards in the safekeeping of Buyer information, i.e. these records must be stored in accordance with Buyer information assurance and HMG Cabinet Office information security standards.
- 4.4 Whilst in Administration the duty of the Administrator is to help the Supplier trade. This may involve the Administrator seeking an organisation to buy up the Supplier. The assignment or novation of this Contract to new ownership is not automatic and no assignment, novation, or other transfer of this Contract shall be valid without the prior written consent of the Buyer.

Call-Off Schedule 25 (DWP Additional Contractual Requirements)

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Appendix 1

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ANNEX 1

NOT USED

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Annex 2

Not Used

Annex 3: Standards

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 shall apply to this Schedule.

2. General

- 2.1 Throughout the Contract Period of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Buyer's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Variation Procedure.
- 2.2 Where a new or emergent standard is to be developed or introduced by the Buyer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Buyer's receipt, of the Services is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Buyer and shall be implemented within an agreed timescale.

3. Technology And Digital Services Practice

- 3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

4. Open Data Standards & Standards Hub

- 4.1 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment, in addition to the standards set out Call-Off Contract Schedule 20 (*Call-Off Specification*), and Annex A and Annex B of Call-Off Schedule 9 (*Security*). To the extent that there is a conflict between these standards, the following order of precedence shall apply: Call-Off Contract Schedule 20 (*Call-Off Specification*), Schedule 9 (*Security*), the Core Terms, all other remaining Schedules, the Framework Agreement and the schedules to the Framework in the order they appear.

Call-Off Schedule 25 (DWP Additional Contractual Requirements)

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- 4.2 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Call-Off Tender where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, Call-Off Tender and Government's IT infrastructure and the suggested open standard.
- 4.3 The Supplier shall ensure that all documentation published on behalf of the Buyer pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Buyer otherwise agrees in writing.

5. Service Management Software & Standards

- 5.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
- 5.1.1 ITIL v4;
 - 5.1.2 ISO/IEC 20000-1 2018 "Information technology — Service management – Part 1";
 - 5.1.3 ISO/IEC 20000-2 2019 "Information technology — Service management – Part 2";
 - 5.1.4 ISO 10007: 2017 "Quality management systems – Guidelines for configuration management"; and
 - 5.1.5 ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011 and ISO 22301:2019.
- 5.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

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6. Environmental Requirements

- 6.1 The Supplier shall comply with the environmental requirements and the sustainable development requirements set out in the Annex 4 to this Schedule.

7. Hardware Safety Standards

- 7.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:
- 7.1.1 any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
 - 7.1.2 any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;
 - 7.1.3 any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and
 - 7.1.4 any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.
- 7.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.
- 7.3 The Supplier shall ensure all electrical equipment it uses to provide the Services (whether owned by the Supplier or a third party), is safe and properly maintained as detailed in the Provision and Use of Work Equipment Regulations 1998 <http://www.hse.gov.uk/work-equipment-machinery/power.htm>
- 7.4 If at any time it is identified that any of the Buyer equipment, cables or peripherals are no longer fit for purpose and need replacement, Buyer will provide suitable and fit for purpose replacements.

Annex 4: Environmental Requirements

1. Definitions

- 1.1 The definitions set out in Joint Schedule 1 shall apply to this Annex.

2. General

- 2.1 The Supplier acknowledges that the Buyer must at all times be seen to be actively promoting Sustainable Development through its environmental, social and economic responsibilities.
- 2.2 This Annex 4 sets out the Sustainable Development Requirements which are applicable to the provision of the Services. In delivering the Services, the Supplier shall and shall ensure that its Subcontractors assist and cooperate with the Buyer, by fully complying with the requirements of this Annex 4 to this Call-Off Contract Schedule 25 (*DWP Additional Requirements*).

3. Environmental Requirements

- 3.1 The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force in relation to the Contract.
- 3.2 In performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Buyer:
- 3.2.1 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Buyer's reasonable questions;
 - 3.2.2 prioritise waste management in accordance with the Waste Hierarchy;
 - 3.2.3 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;
 - 3.2.4 ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, undertake reasonable checks on a regular basis to ensure this;
 - 3.2.5 inform the Environmental Agency within one Working Day in the event that a permit or exemption to carry or send waste generated under this Contract is revoked and in circumstances where a permit or exemption to carry or send waste generated under this

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Contract is revoked the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environmental Agency;

- 3.2.6 minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and
- 3.2.7 reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
- 3.3 The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
- 3.4 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.
- 3.5 The Supplier shall complete the Sustainability Report in relation its provision of the Services under this Contract and provide the Sustainability Report to the Buyer on the date and frequency outlined in Table B of this Annex.
- 3.6 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with the provisions of this Annex within fourteen (14) days of such request, provided that such requests are limited to two (2) per Contract Year.

4. Sustainable Development Plan

- 4.1 The Supplier shall produce a Sustainable Development Policy Statement and Sustainable Development Plan in accordance with Paragraphs 4.2 and 4.3 of this Annex 4 of Call-Off Contract Schedule 25 (*DWP Additional Contractual Requirements*), within six (months of the Service Commencement Date and annually thereafter. The Sustainable Development Policy Statement and Sustainable Development Plan shall be specific to the Contract and include all Sub-contractors involved in delivery of the Contract. The Supplier must obtain the required information from Sub-contractors and then collate and submit as stated above.

Call-Off Schedule 25 (DWP Additional Contractual Requirements)

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4.2 In delivering the Services, the Supplier shall prepare a Sustainable Development Policy Statement giving, for each organisation involved in delivery of the Contract an overarching commitment to:

4.2.1 dispose of contract waste in a legal manner (i.e. waste is disposed of via a registered waste collector, the Waste Electrical and Electronic Equipment (WEEE) regulations are adhered to where relevant);

4.2.2 reduce energy consumption;

4.2.3 promote waste management including recycling;

4.2.4 promote green or public transport;

4.2.5 promote Corporate Social Responsibility ("**CSR**");

4.2.6 the Sustainable Development Policy and that of continuous improvement which should be signed and dated by senior management.

4.3 In delivering the Services, the Supplier shall prepare and deliver a Sustainable Development Plan which should be used to turn the commitment shown in the Sustainable Development Policy into action and which as a minimum, detail how each organisation involved in delivery of the Contract will:

4.3.1 reduce its environmental footprint of this contract through:

4.3.2 minimising the use of energy, water and materials;

4.3.3 minimising waste and increasing recycling levels;

4.3.4 utilising recycled goods within operations;

4.3.5 providing efficient low carbon delivery methods;

4.3.6 promoting the use of green or public transport.

4.3.7 contribute to social sustainability of this Contract through:

(a) purchasing goods and services that are produced and delivered in line with International Labour Organisation principles in respect to human rights and conditions of employment;

(b) supporting a diverse supply chain by cultivating opportunities for Minority Owned Businesses;

Call-Off Schedule 25 (DWP Additional Contractual Requirements)

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- (c) providing adequate training opportunities for all employees.

4.3.8 drive economic sustainability of this Contract through:

4.3.9 supporting job creation both locally and nationally;

4.3.10 facilitating opportunities for Minority Owned Businesses and Small and Medium-sized Enterprises.

4.4 The Supplier shall contain in its Sustainable Development Plan:

4.4.1 a baseline assessment of current position in terms of waste minimisation, recycling and energy consumption (energy consumption only required if current energy usage is available to organisations);

4.4.2 annual estimates of the progress of Sustainable Development actions;

4.4.3 details of how Supplier Personnel awareness of sustainability will be increased in line with the Sustainable Development Plan.

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TABLE A – Prohibited Items

11 The following consumer single use plastics are Prohibited Items:	12 Catering <ul style="list-style-type: none">a. Single use sachets e.g. coffee pods, sauce sachets, milk sachetsb. Take away cutleryc. Take away boxes and platesd. Cups made wholly or partially of plastice. Strawsf. Stirrersg. Water bottles
	13 Facilities <ul style="list-style-type: none">a. Single use containers e.g. hand soap, cleaning productsb. Wipes containing plastic
	14 Office Supplies <ul style="list-style-type: none">a. Plastic envelopesb. Plastic wrapping for brochuresc. Paper or card which is bleached with chlorine
	15 Packaging <ul style="list-style-type: none">a. Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products.b. Single use carrier bags

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TABLE B – Sustainability Report Frequency

Sustainability Report Frequency
First Sustainability Report must be provided to the Buyer by the Supplier within 3 Months of the Service Commencement Date. The Supplier shall provide a Sustainability Report annually thereafter (no later than 3 Months after each anniversary after the Service Commencement Date).

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