

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

Order Form

CALL-OFF REFERENCE:	K280022455
THE BUYER:	Driver and Vehicle Standards Agency
BUYER ADDRESS	Berkeley House, Croydon Street, England, BS5 0DA
THE SUPPLIER:	Specialist Computer Centres Plc
SUPPLIER ADDRESS:	James House, Warwick Road, Birmingham, B11 2LE
REGISTRATION NUMBER:	01428210
DUNS NUMBER:	227720521
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27th November 2024.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):
Lot 2 Hardware

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) RM6098

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3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - 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 RM6098
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 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)
 - 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
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.

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CALL-OFF SPECIAL TERMS

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

SPECIAL TERM 1: STATEMENT OF WORKS:

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works (see Appendix 1). Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates. The Statement of Works shall be used in the following circumstances:

- Adhoc Requests
- New Equipment Orders (that are not included in the Specification)
- Project Work
- Service Requests

SPECIAL TERM 2: Device Purchase Cost Limitation

The purpose of this Clause is to establish a cost limitation framework for any new device purchases of an equivalent model and configuration, ensuring that the cost increase does not exceed 3% from the original purchase price (once any demonstrable compound inflationary increases in the manufacturing costs have been taken into account). This Clause will not apply to force majeure events.

Definitions

1.1 "Original Purchase Price" refers to the cost of the initial purchase of the device(s) as specified in the Contract.

1.2 "Equivalent Model and Configuration" refers to a device that is of the latest generation and possesses similar specifications, features, and performance as the originally purchased device(s).

Cost Limitation

2.1 Any new device purchases of an equivalent model and configuration made by the Buyer during the term of this Contract shall not exceed a 3% increase in cost from the Original Purchase Price.

2.2 The cost increase calculation shall be based on the total purchase price, including any applicable taxes, duties, shipping, and handling fees.

2.3 The cost limitation shall apply to each individual device purchase and not to the cumulative cost of multiple device purchases.

Exceptions

3.1 The cost limitation specified in this Clause shall not apply if the Buyer requests additional features, specifications, or customizations beyond the original device(s) purchased, which may result in a justifiable increase in cost.

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3.2 The Supplier shall provide a detailed breakdown of any additional costs incurred due to the requested modifications, and the Buyer shall have the right to accept or reject the proposed cost increase.

Notice and Approval

4.1 Prior to making any new device purchases, the Buyer shall provide written notice to the Supplier specifying the intended purchase and requesting confirmation of compliance with the cost limitation.

4.2 The Supplier shall respond to the Buyer's notice within a reasonable time, confirming whether the proposed purchase complies with the cost limitation or providing a detailed breakdown of any justifiable cost increase, as per the exceptions outlined in Section 3.

Remedies

5.1 In the event that the Supplier exceeds the cost limitation without proper justification, the Buyer shall have the right to:

- a) Request a price adjustment to bring the cost within the agreed-upon limit.
- b) Seek reimbursement for the excess amount paid.
- c) Terminate the Contract in accordance with the termination provisions outlined in the Contract.

CALL-OFF START DATE: 20th October 2024

CALL-OFF EXPIRY DATE: 19th October 2027

CALL-OFF INITIAL PERIOD: Three (3) Years

CALL-OFF EXTENSION OPTIONS: One (1) Year + One (1) Year

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

The IT Dispatch Centre is based in Bristol. the Buyer has sites across the whole of England, Scotland and Wales (including Isle of Wight).

DATES FOR DELIVERY

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

Framework Ref: RM6098

Project Version: v2.0

Model Version: v3.8

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TESTING OF DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)]

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £5million pounds sterling.

CALL-OFF CHARGES

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

The value of this Call-Off Contract shall not exceed £15,000,000.00 (fifteen-million pounds sterling) during the Call-Off Initial Period (three (3) years), except where agreed to by the Buyer.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All approved invoices are paid monthly via BACS within 5 working days.

Before payment can be considered, each invoice must include a detailed breakdown.

The Supplier shall ensure that each invoice submitted includes, but is not limited to:

- Purchase Order number
- Contract number
- Contact name

Credit notes should be raised, where necessary.

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The Supplier must email their invoices by the 5th of every month as PDF to DVSA's Finance Shared Services with a valid Purchase Order (PO) number:

[REDACTED]

Upon receipt, Shared Services completes a 3-way match of the supplier's invoice as follows: Valid purchase order, Goods receipt confirmation – completed on receipt of goods/services; and Correct invoice – matches PO and goods receipt confirmation.

When matched, the Supplier's invoice will be paid by BACS within 5 working days. The Supplier must ensure they work towards 95% of all of their supply chain invoices being paid within 60 days.

BUYER'S INVOICE ADDRESS:

Invoices should be emailed to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Policy Paper: DVSA Sustainability Policy – Date: 12th March 2024. Available online at: [DVSA sustainability strategy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/118248/dvsa-sustainability-strategy.pdf)

BUYER'S SECURITY POLICY

See Appendix 2 for list of Security Policies.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

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PROGRESS REPORT FREQUENCY

Weekly during Contract Implementation period.

Thereafter, on the 10th Working Day of each calendar month.**PROGRESS MEETING FREQUENCY**

Monthly – before 3rd Thursday of every month

KEY STAFF

Name	Role	Contact details
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

KEY SUBCONTRACTOR(S)**None****COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

SERVICE CREDITS

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

The Service Credit Cap is:

Year One: 5% of contractual spend.

Years Two and Three: 5% of Charges payable.

The Service Period is: See above.

1. A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on as identified in Call of Schedule 14 (Service Levels)) on three (3) occasions in any twelve (12) reporting Periods.
2. In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

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ADDITIONAL INSURANCES

Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two-and-a-half million pounds (£2,500,000)

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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

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

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Appendix 1

Where applicable, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

Appendix 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	

Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	

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Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i></p> <p><input type="checkbox"/> <i>Self Directed</i></p> <p><i>Team:</i> <input type="checkbox"/></p> <p><i>Rainbow</i></p> <p><i>Team:</i> <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

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MS01			
MS02			
Delivery Plan			
Dependencies			
Supplier Resource Plan			
Security Applicable to SOW:	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>[insert if necessary]</i>]</p>		
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>		
SOW Standards	<p>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]</p>		
Performance Management	<p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <p>[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>		
Additional Requirements	<p>Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.</p>		

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Key Supplier Staff	<p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p>
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Worker Engagement Status	[Yes / No] [Insert details]
[SOW Reporting Requirements:]	<p>[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:</p> <p>]</p>

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • [Capped Time and Materials] • [Incremental Fixed Price] • [Time and Materials] • [Fixed Price] • [2 or more of the above charging methods] <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	<i>[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]</i>

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Financial Model	<i>[Supplier to insert its financial model applicable to this SOW]</i>
Reimbursable Expenses	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]</p> <p>[Reimbursable Expenses are capped at £[Insert] OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]</p> <p>[None]</p> <p><i>[Buyer to delete as appropriate for this SOW]</i></p>

5. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier	<p>Name</p> <p>and title</p> <p>Date Signature</p>
For and on behalf of the Buyer	<p>Name</p> <p>and title</p> <p>Date</p> <p>Signature</p>

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Joint Schedule 2 (Variation Form)

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

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

This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]

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

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature
Date
Name (in Capitals)
Address
.....

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

Signature
Date
Name (in Capitals)
Address
.....

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Appendix 2 – Security Policies

The Buyer and Supplier agree that the Security Policies are added via contract variation by the latest date of 31/01/25. The Supplier agrees that the Security Policies belong to the Buyer, therefore are not open to amendment nor variation.

Joint Schedule 3 (Insurance Requirements)

The insurance you need to have

The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:

- the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law;
- and
- the Call-Off Contract Effective Date in respect of the Additional Insurances.

The Insurances shall be:

- maintained in accordance with Good Industry Practice;
- (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- maintained for at least six (6) years after the End Date.

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

How to manage the insurance

Without limiting the other provisions of this Contract, the Supplier shall:

- take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware;
- and
- hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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What happens if you aren't insured

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

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

Evidence of insurance you must provide

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

Making sure you are insured to the required amount

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

Cancelled Insurance

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

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

Insurance claims

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

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

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

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

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ANNEX: REQUIRED INSURANCES

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

- 1.1 Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.
- 1.2 Public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.
- 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) – all Lots.
- 1.4 Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.

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Joint Schedule 4 (Commercially Sensitive Information)

What is the Commercially Sensitive Information?

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.

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).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	Contract Signature	Commercial offering including pricing.	Contract duration

Joint Schedule 5 (Corporate Social Responsibility)

Definitions

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

"First Tier"	the brand company;
"Second Tier"	the final assembly factory linked to the procured product model; and
"Third Tier"	component production factory linked to the procured product model for strategic components, such as CPU, memory, main logic board, display, battery, power supply unit etc.

What we expect from our Suppliers

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

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

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

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.

Equality and Accessibility

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:

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

Modern Slavery, Child Labour and Inhumane Treatment

The Supplier shall fully cooperate with the appointed independent monitoring organisation (which is subject to change at the sole discretion of the Authority) to monitor the rights of workers in electronics supply chains.

The current monitoring organisation is: - Electronics Watch a not-for-profit non-governmental organisation incorporated under Dutch law (No. 62721445 in the Dutch Chamber of Commerce Trade Register). Electronics Watch

For any hardware procured through this Framework Agreement RM6098, the Supplier shall disclose in the prescribed format (see Annex 1) details of its First Tier and/or Second Tier and/or Third Tier supply chains (including

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country and city factory locations). The Authority will provide this information to Electronics Watch to ensure supply chain labour conditions can be assessed.

The Supplier:

- shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 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 offences anywhere around the world.
- shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 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;
- 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;
- 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;
- shall not use or allow child or slave labour to be used by its Subcontractors;
- shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

"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.

Income Security

The Supplier shall:

- 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;

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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;

not make deductions from wages:

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

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

Working Hours

The Supplier shall:

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

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;

ensure that use of overtime used responsibly, taking into account: the extent; frequency; and hours worked; by individuals and by the Supplier Staff as a whole; The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met: this is allowed by national law; this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies. 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.

Sustainability

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>

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

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percent (100%) recycled content and used on both sides where feasible to do so

The Supplier shall complete and provide CCS with a Carbon Reduction Plan.

The Supplier shall progress towards carbon net zero during the lifetime of the framework.

Annex 1

Joint Schedule 5 - Annex 1 Factory Disclosure Form - TePAS2 RM 6098



Joint Schedule 5 -
Annex 1 Factory Disclo

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Joint Schedule 6 (Key Subcontractors)

Restrictions on certain subcontractors

The Supplier is entitled to sub-contract its obligations under the Framework

Contract to the Key Subcontractors set out in the Framework Award Form.

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.

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:

the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

the proposed Key Subcontractor employs unfit persons.

The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:

the proposed Key Subcontractor's name, registered office and company registration number;

the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

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;

for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

(where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

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:

a copy of the proposed Key Sub-Contract; and

any further information reasonably requested by CCS and/or the Buyer.

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The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

- provisions which will enable the Supplier to discharge its obligations under the Contracts;
- 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;
- a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 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;
- obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - the data protection requirements set out in Clause 14 (Data protection);
 - the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - 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
 - the conduct of audits set out in Clause 6 (Record keeping and reporting);
- 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 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
- 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.

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Joint Schedule 7 (Financial Difficulties)

Definitions

In this Schedule, the following definitions shall apply:

“Applicable Financial Indicators”	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
“Bronze Contract”	A Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
“Cabinet Office Markets and Suppliers Team”	means the UK 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;
“Credit Rating Threshold”	the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule;
“FDE Group”	means the Supplier, Key Sub-contractors, the Guarantor and the Monitored Suppliers if appropriate;
“Financial Distress Event”	Any of the events listed in Paragraph 3.1 of this Schedule;
“Financial Distress Remediation Plan”	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”	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of this Schedule and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
“Financial Target Thresholds”	means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;
“Monitored Suppliers”	means those entities specified at paragraph 5.2 of this Schedule;
“Rating Agencies”	The rating agencies listed in Annex 1 of this Schedule;
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers .

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Warranties and duty to notify

The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:

the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and
the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Sub-contractors satisfies the Financial Target Thresholds.

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 FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

The Supplier shall:

regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
monitor and report on the Financial Indicators for each entity in the FDE 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
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 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE 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.

Each report submitted by the Supplier pursuant to paragraph 2.3.2 shall:

be a single report with separate sections for each of the FDE Group entities;
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;
include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
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

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management accounts prepared in accordance with their normal timetable;
and
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.

Financial Distress events

The following shall be Financial Distress Events:

the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
an FDE 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;
there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
an FDE Group entity committing a material breach of covenant to its lenders;
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;
any of the following:

commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
non-payment by an FDE Group entity of any financial indebtedness;
any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE 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

any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

Consequences of Financial Distress Events

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

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shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

In the event of a late or non-payment of a Key Sub-contractor 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:

rectify such late or non-payment; or

demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):

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

where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:

submit to the Relevant Authority for its approval, a draft

Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 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

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.

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 5 Working Days of the rejection of the first draft.

This process shall be repeated until the Financial Distress Remediation Plan is

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approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 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 34 of the Core Terms.

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

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

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 delivery of the Deliverables in accordance with this Contract; and 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;

where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, 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 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.

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.

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:

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obtaining in advance written authority from Key Sub-contractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;

agreeing in advance with the Relevant Authority, Key Sub-contractors, 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;

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 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.

Financial Indicators

Subject to the calculation methodology set out at Annex 3 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:

Lots 1 to 7

Financial Indicator	Calculation¹	Financial Target Threshold:	Monitoring and Reporting Frequency
1 Operating Margin	<i>Operating Margin = Operating Profit / Revenue</i>	<i>> 8%</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>
2 Net Debt to EBITDA Ratio	<i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>	<i>< 3.5 times</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 Net Debt at, the relevant accounting reference date.</i>

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3 Net Debt + Net Pension Deficit to EBITDA ratio	<i>Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + 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 EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date</i>
4 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>
5 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 at the relevant accounting reference date</i>
6 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>
7 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 3 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

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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)
GEO Group Member	1 - Operating Margin 2 - Net Debt Ratio 3 - Net Debt + Net Pension Deficit to EBITDA ratio 4 - Net Interest Paid Cover 5 - Acid Ratio 6 - Net Asset Value 7 - Group Exposure Ratio
Sub-contractor	1 - Operating Margin 2 - Net Debt Ratio 3 - Net Debt + Net Pension Deficit to EBITDA ratio 4 - Net Interest Paid Cover 5 - Acid Ratio 6 - Net Asset Value 7 - Group Exposure Ratio
Relevant Parent Company	1 - Operating Margin 2 - Net Debt Ratio 3 - Net Debt + Net Pension Deficit to EBITDA ratio 4 - Net Interest Paid Cover 5 - Acid Ratio 6 - Net Asset Value 7 - Group Exposure Ratio

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Termination rights

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

- the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;
- 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
- 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 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

Primacy of Credit Ratings

Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, 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 FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:

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

Board confirmation

If the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of Part B of Annex 1 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 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 4 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

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

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.

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In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

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.

Optional Clauses

Not Applicable.

Annex 1: Rating Agencies and their standard Rating System

Dun & Bradstreet

Annex 2: Credit Ratings and Credit Rating Thresholds

Entity	Credit rating (long term)
Supplier	35
Guarantor	35
Key Subcontractor	35
Monitored Suppliers	35

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Annex 3: 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

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).

Groups: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.

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.

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 Operating Margin	<p>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.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
2 Net Debt to EBITDA Ratio	<p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</p>

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	<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><i>Net Debt</i></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><i>EBITDA</i></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>3</p> <p>Net Debt + 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> <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 + Net Pension Deficit to EBITDA Ratio should be</p>

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	<p>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><i>Net Debt</i></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 <i>not</i> 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><u><i>Net Pension Deficit</i></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 Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><u><i>EBITDA</i></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.</p> <p>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.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>
<p>4</p> <p>Net Interest Paid Cover</p>	<p><i>"Earnings Before Interest and Tax" = Operating profit</i></p> <p><i>"Net Interest Paid" = Interest paid – Interest received</i></p>

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	<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>
5 Acid Ratio	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.
6 Net Asset value	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).
7 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 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</p>

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	<p>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 4: 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:

that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
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

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Director
Signed
Date

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Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the 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 10.4 (When CCS or the Buyer can end this contract).

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Joint Schedule 10 (Rectification Plan)

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

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Review of Rectification Plan [CCS/Buyer]		
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]	
Reasons for Rejection (if applicable)	[add reasons]	
Signed by [CCS/Buyer]	Date:	

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Joint Schedule 11 (Processing Data)

Definitions

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

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

Status of the Controller

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

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

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

“Joint Controller” with the other Party;

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

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

Where one Party is Controller and the other Party its Processor

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 and may not otherwise be determined by the Processor.

The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

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 systematic description of the envisaged Processing and the purpose of the Processing;

an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

an assessment of the risks to the rights and freedoms of Data Subjects; and the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) and shall not Process the Personal Data for any other purpose,

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unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protection Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:

nature of the data to be protected;

harm that might result from a Data Loss Event;

state of technological development; and

cost of implementing any measures;

ensure that:

the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));

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:

are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

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

have undergone adequate training in the use, care, protection and handling of Personal Data;

not transfer, Process, or otherwise make available for Processing, Personal Data outside of the UK unless the prior written consent of the Controller has been obtained (such consent may be withheld or subject to such conditions as the Customer considers fit at the Customer's absolute discretion) and the following conditions are fulfilled:

the destination country has been recognised as adequate by the UK Government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;

Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;

the Data Subject has enforceable rights and effective legal remedies;

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

the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

if any of the mechanisms relied on under paragraph 6(d) in respect of any transfers of Personal Data by the Processor at any

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time ceases to be valid, the Processor shall, if possible, implement an alternative mechanism to ensure compliance with the Data Protection Legislation. If no alternative mechanism is available, the Controller and the Processor shall work together in good faith to determine the appropriate measures to be taken, taking into account any relevant guidance and accepted good industry practice. The Controller reserves the right to require the Processor to cease any affected transfers if no alternative mechanism to ensure compliance with Data Protection Legislation is reasonably available; and

at the written direction, and absolute discretion, 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.

Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to Processing Personal Data under or in connection with the Contract it:

receives a Data Subject Access Request (or purported Data Subject Access Request);

receives a request to rectify, block or erase any Personal Data;

receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

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

becomes aware of a Data Loss Event.

The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

the Controller with full details and copies of the complaint, communication or request;

such assistance as is requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

assistance as requested by the Controller following any Data Loss Event; and/or

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.

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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:

- the Controller determines that the Processing is not occasional;
- 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
- the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

- notify the Controller in writing of the intended Subprocessor and Processing that will be undertaken by the Subprocessor;

- obtain the written consent of the Controller (such consent may be withheld or subject to such conditions as the Controller considers fit at the Controller's absolute discretion);

- enter into a written legally binding agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor, prior to any Personal Data being transferred to or accessed by the Subprocessor; and

- provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

Any Processing by a Subprocessor or transfer of Personal Data to a Subprocessor permitted by the Controller shall not relieve the Processor from any of its liabilities, responsibilities and obligations to the Controller under this Joint Schedule 11, and the Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

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).

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

Where the Parties are Joint Controllers of Personal Data

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 3 to this Joint Schedule 11.

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Independent Controllers of Personal Data

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. 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.

Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require. 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.

The Parties shall only provide Personal Data to each other: to the extent necessary to perform their respective obligations under the Contract;

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 where it has recorded it in Annex 1 (*Processing Personal Data*).

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.

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.

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”**):

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

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:

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

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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.

Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Contract and shall:

- do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
- implement any measures necessary to restore the security of any compromised Personal Data;
- 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
- 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.

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*).

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*).

Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

The contact details of the Relevant Authority's Data Protection Officer are: Data Protection Manager, [REDACTED]

The contact details of the Supplier's Data Protection Officer are: [REDACTED]

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

Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection

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	Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: Name Address Phone number Email Addresses
Subject matter of the Processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide hardware, peripherals and associated services.
Duration of the Processing	<i>The length of the contract including any extension options.</i>
Nature and purposes of the Processing	<i>The nature of the Processing will include retrieval and consultation.</i> <i>The purpose is to support delivery hardware, peripherals and associated services to users.</i>
Type of Personal Data being Processed	Name Address Phone number Email Addresses
Categories of Data Subject	<i>The Buyer's Staff and Subcontractors.</i>
International transfers and legal gateway	Stored and accessed from the UK.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Retain for the length of the contract and return to the Buyer prior to destruction from the Supplier's system.</i>

Annex 2 – Security

The technical security requirements set out below provide an indication of the types of security measures that might be considered, in order to protect Personal Data. More, or less, measures may be appropriate depending on the subject matter of the contract, but the overall approach must be proportionate. The technical requirements must also be compliant with legislative and regulatory obligations for content and

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data, such as UK GDPR. The example technical security requirements set out here are intended to supplement, not replace, security schedules that will detail the total contractual security obligations and requirements that the Processor (i.e. a supplier) will be held to account to deliver under contract. Processors are also required to ensure sufficient 'flow-down' of legislative and regulatory obligations to any third party Sub-processors.

External Certifications e.g. Buyers should ensure that Suppliers hold at least Cyber Essentials certification and ISO 27001:2013 certification if proportionate to the service being procured.

Risk Assessment e.g. Supplier should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

Security Classification of Information e.g. If the provision of the Services requires the Supplier to Process Authority/Buyer Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Supplier shall implement such additional measures as agreed with the Authority/Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

End User Devices e.g.

The Supplier shall ensure that any Authority/Buyer Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority/Buyer except where the Authority/Buyer has given its prior written consent to an alternative arrangement.

The Supplier shall ensure that any device which is used to Process Authority/Buyer Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

Testing e.g. The Supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Authority/Buyer data being transferred into their systems. The ITHC scope must be agreed with the Authority/Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority/Buyer data.

Networking e.g. The Supplier shall ensure that any Authority/Buyer Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

Personnel Security e.g. All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or

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equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier may be required to implement additional security vetting for some roles.

Identity, Authentication and Access Control e.g. The Supplier must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The Supplier must retain records of access to the physical sites and to the service.

Data Destruction/Deletion e.g. The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority/Buyer data has been stored and processed on.

Audit and Protective Monitoring e.g. The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority/Buyer Data. The retention periods for audit records and event logs must be agreed with the Authority/Buyer and documented.

Location of Authority/Buyer Data e.g. The Supplier shall not, and shall procure that none of its Sub-contractors, process Authority/Buyer Data outside the EEA without the prior written consent of the Authority/Buyer and the Supplier shall not change where it or any of its Sub-contractors process Authority/Buyer Data without the Authority/Buyer's prior written consent which may be subject to conditions.

Vulnerabilities and Corrective Action e.g. Suppliers shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

Suppliers must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

Secure Architecture e.g. Suppliers should design the service in accordance with:
 NCSC "[Security Design Principles for Digital Services](#)"
 NCSC "[Bulk Data Principles](#)"
 NSCS "[Cloud Security Principles](#)"

1.Undertakings of both Parties

The Supplier and the Relevant Authority each undertake that they shall: report to the other Party every month on:

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the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,
 that it has received in relation to the subject matter of the Contract during that period;

notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
 request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
 take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 are aware of and comply with their duties under this Annex 3 (Joint Controller Agreement) and those in respect of Confidential Information;
 are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 nature of the data to be protected;
 harm that might result from a Data Loss Event;

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state of technological development; and
cost of implementing any measures;

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

ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

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

Data Protection Breach

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

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

all reasonable assistance, including:

co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Data Loss Event;

co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or

providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in Clause 3.2.

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

the nature of the Data Loss Event;

the nature of Personal Data affected;

the categories and number of Data Subjects concerned;

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

measures taken or proposed to be taken to address the Data Loss Event; and

describe the likely consequences of the Data Loss Event.

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Audit

The Supplier shall permit:

the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 3 and the Data Protection Legislation; and/or

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

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

Impact Assessments

The Parties shall:

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

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

ICO Guidance

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

Liabilities for Data Protection Breach

If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

if in the view of the Information Commissioner, the Relevant Authority is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of

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such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;

if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;

or

if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "Claim Losses"):

if the Relevant Authority is responsible for the relevant Data Loss Event, then the Relevant Authority shall be responsible for the Claim Losses;

if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and

if responsibility for the relevant Data Loss Event is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Relevant Authority.

Termination

If the Supplier is in material Default under any of its obligations under this Annex 3 (*Joint Controller Agreement*), the Relevant Authority shall be entitled

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to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

Data Retention

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

Joint Schedule 12 (Supply Chain Visibility)

Definitions

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

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

Visibility of Sub-Contract Opportunities in the Supply Chain

The Supplier shall:

subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;

within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;

monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and

promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

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

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

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

Visibility of Supply Chain Spend

In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges where the Relevant Authority is a Central Government Body, and the total contract value is more than £5 million, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

the total contract revenue received directly on the Contract;

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

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

The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) – (c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

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Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

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Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Overall Contract Performance	Performance against overarching KPIs and SLAs	PowerPoint with Excel supporting data (other formats may be acceptable,	Monthly

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		subject to Buyer approval)	
Call-Off Contract Charges	Accumulative report of all charges under this contract	PowerPoint with Excel supporting data (other formats may be acceptable, subject to Buyer approval)	Monthly
Key Subcontractors (where applicable)	Organisation detail and key personnel details	PowerPoint with Excel supporting data (other formats may be acceptable, subject to Buyer approval)	Only required if there are changes or additions to Key Subcontractors
Financial Model	Spend on the contract; spend in the period; forecasted spend; CCN and SOW spend. Other contractual financial information as directed by Buyer	PowerPoint with Excel supporting data (other formats may be acceptable, subject to Buyer approval)	Monthly

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Call-Off Schedule 2 (Staff Transfer)

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

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

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

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

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

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

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

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

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

Definitions

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

“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;

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"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:

redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

unfair, wrongful or constructive dismissal compensation;

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;

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

outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

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

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:

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any amendments to that document
immediately prior to the Relevant
Transfer Date; and
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 10.4 (When CCS or the Buyer can end this contract) or 10.6 (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 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, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;

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- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"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;

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"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.

INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its 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 will be liable for satisfying any such claim as if it had provided the indemnity itself.

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.

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.

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. 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.

Which parts of this Schedule apply

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

Part C (No Staff Transfer on the Start Date)

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PART C: NO STAFF TRANSFER ON THE START DATE

What happens if there is a staff transfer

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

If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then: the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and

the Buyer and/or the Former Supplier 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 or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

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

If by the end of the 15 Working Day period referred to in Paragraph 1.2.2: no such offer of employment has been made; such offer has been made but not accepted; or the situation has not otherwise been resolved;

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

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:

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

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that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier 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 relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

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

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 any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

The indemnities in Paragraph 1.5:

shall not apply to:

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

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

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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 and, if applicable, Former Supplier within 6 months of the Start Date.

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 and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

Limits on the Former Supplier's obligations

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

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Call-Off Schedule 3 (Continuous Improvement)

Buyer's Rights

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.

Supplier's Obligations

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

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

In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- identifying the emergence of relevant new and evolving technologies;
- changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

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

The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous

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Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

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

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

the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

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

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

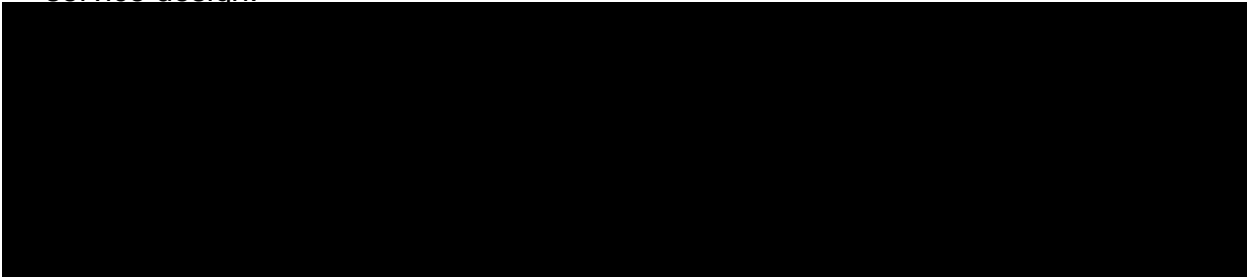
Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 5 (Pricing Details)

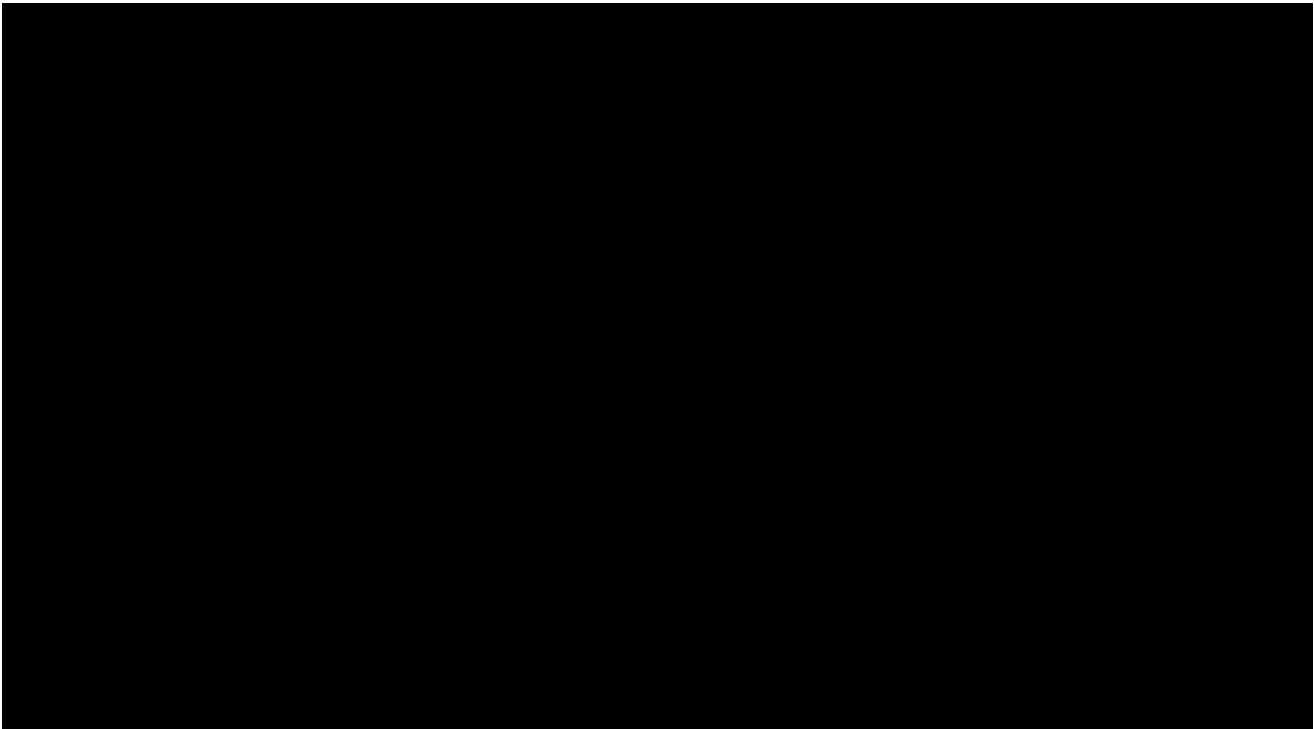
Implementation Costs

The Supplier shall commit to the full cost of implementing the service within four (4) weeks of contract signature. The Buyer requires the Supplier to own all process and service design.

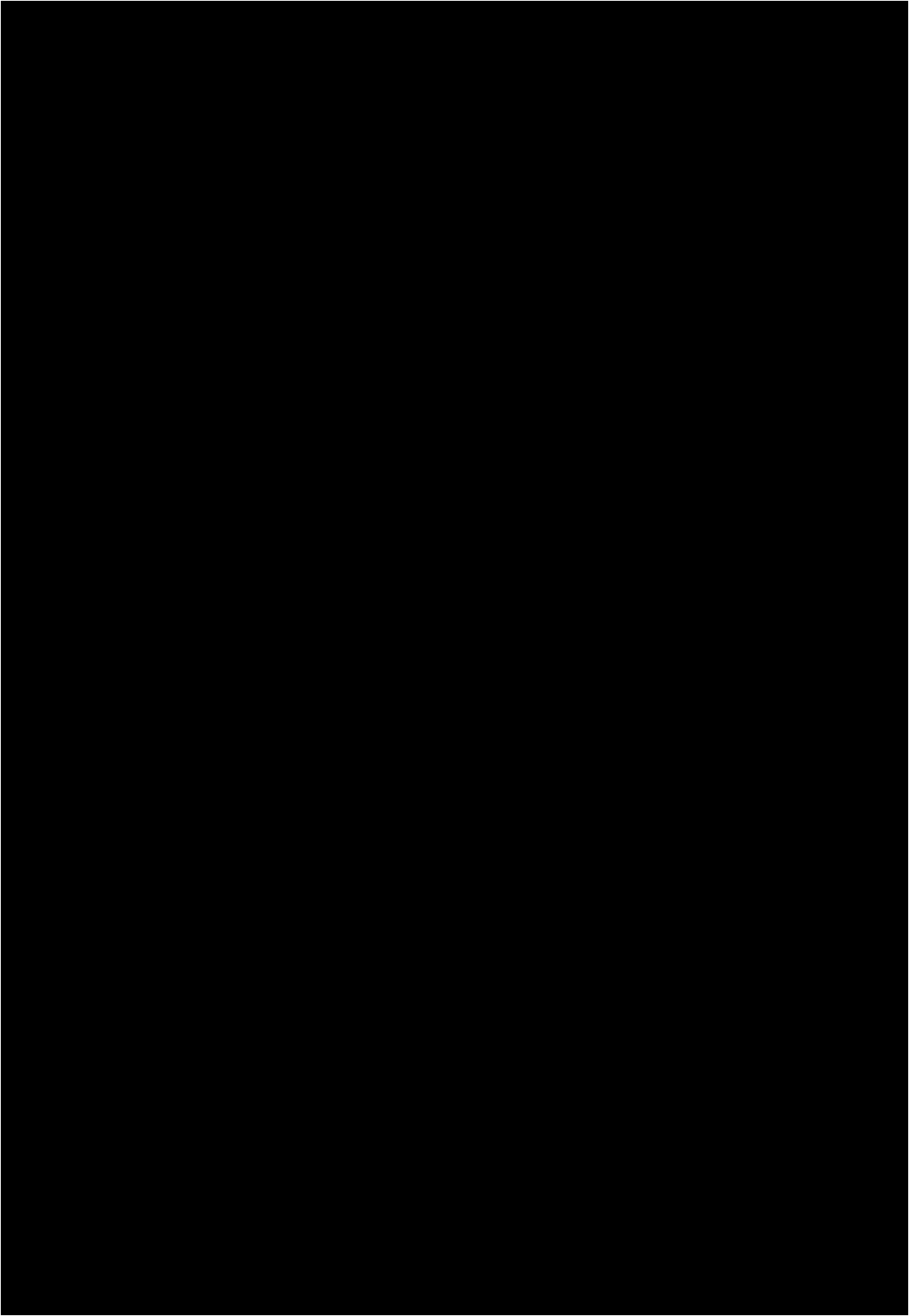


Hardware and Peripherals

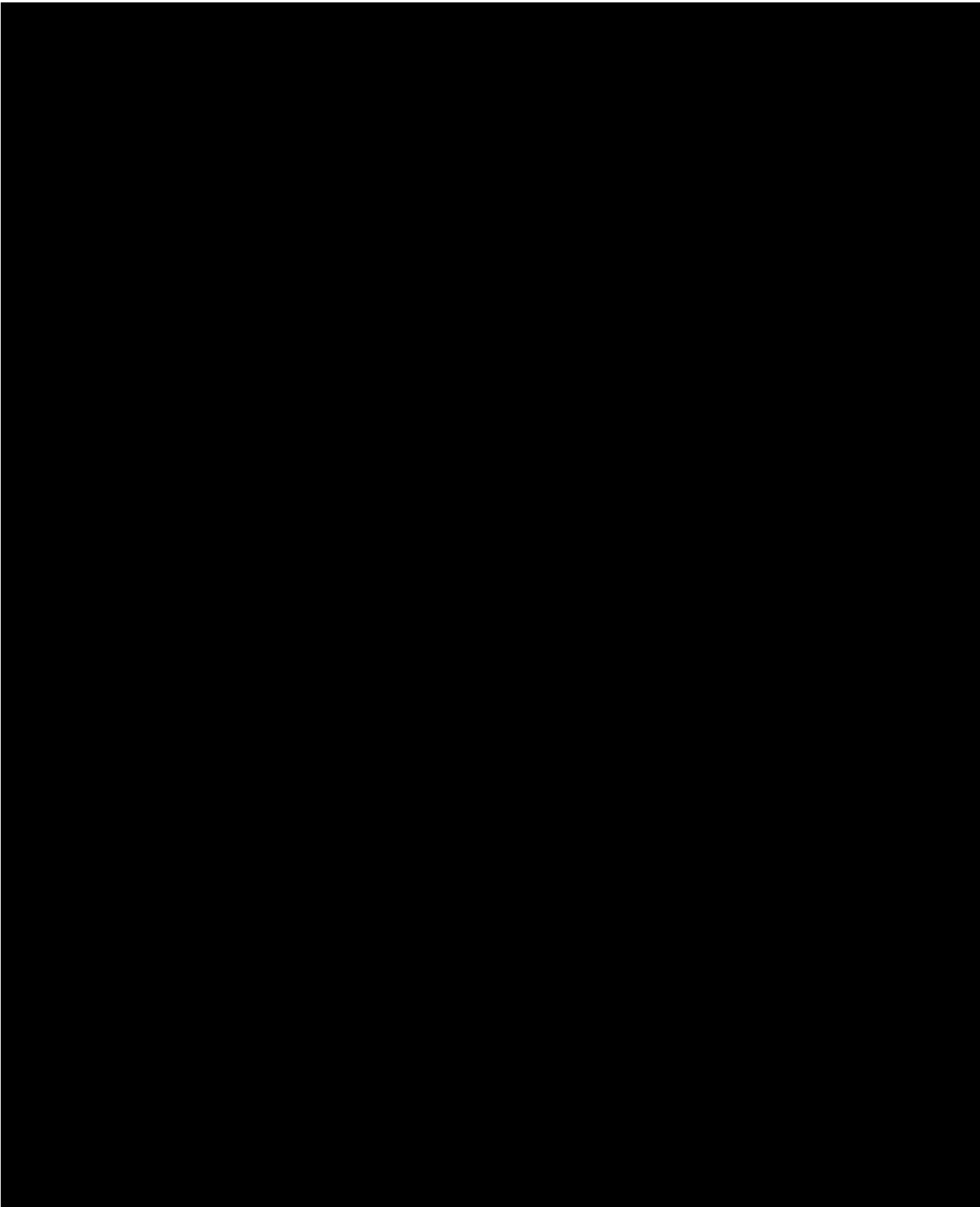
See Call-Off Schedule 20 (Specification) section 2.1. for further details.



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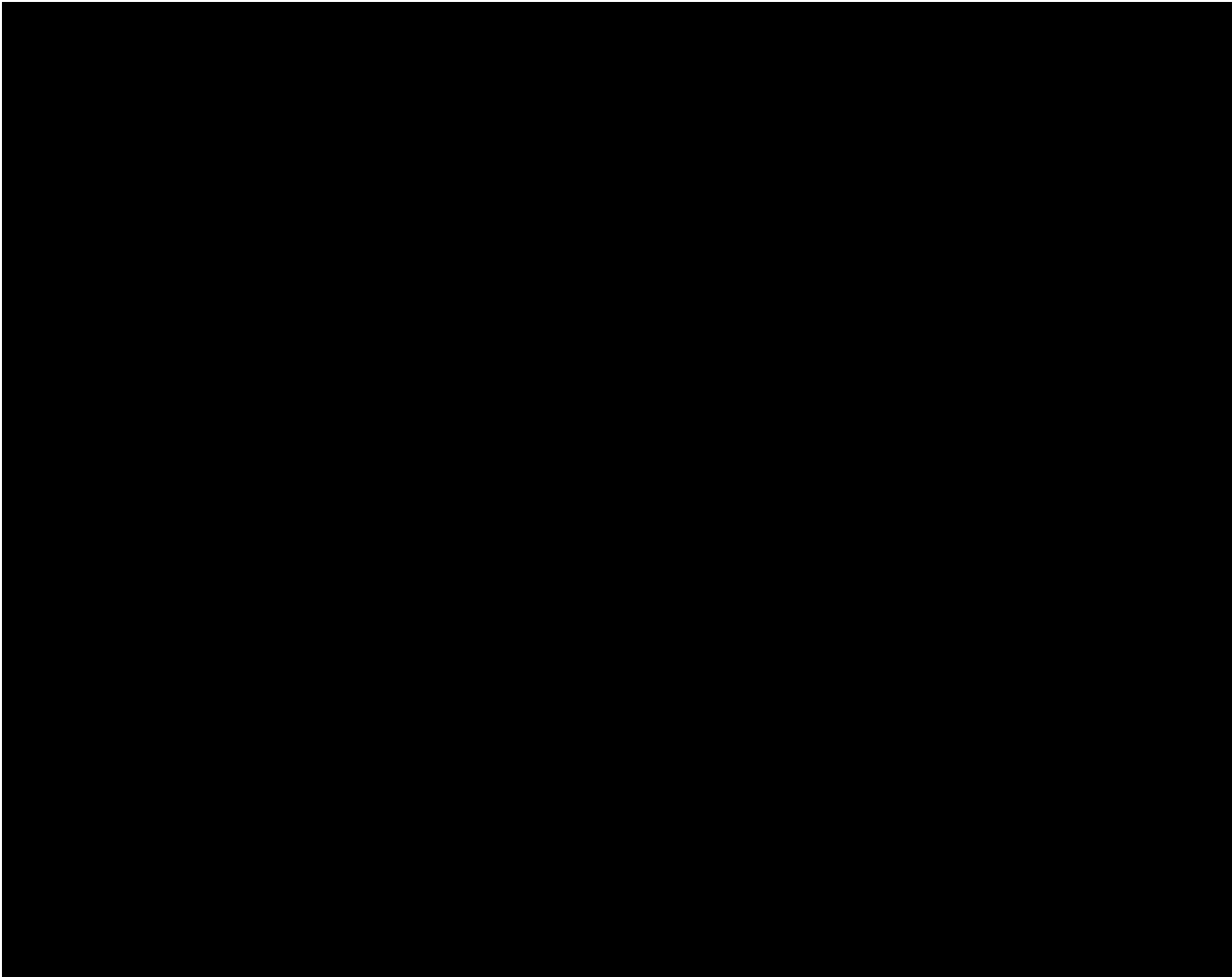
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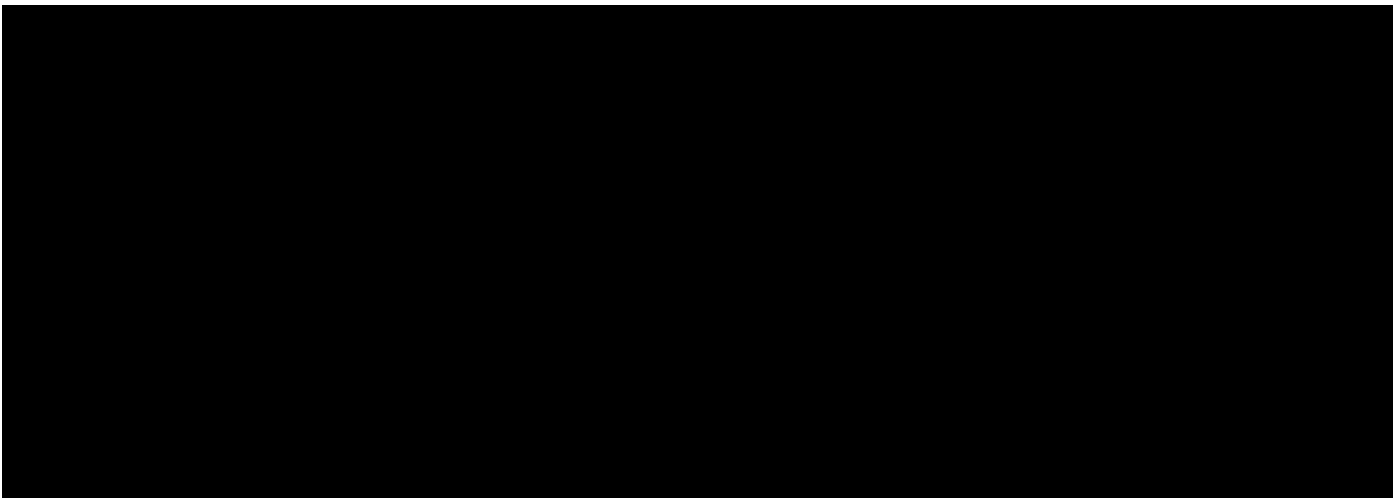
3. Repair and Disposal

See Call-Off Schedule 20 (Specification) section 2.5. for further details.



4. Business Continuity

See Call-Off Schedule 20 (Specification) section 2.7. for further details.

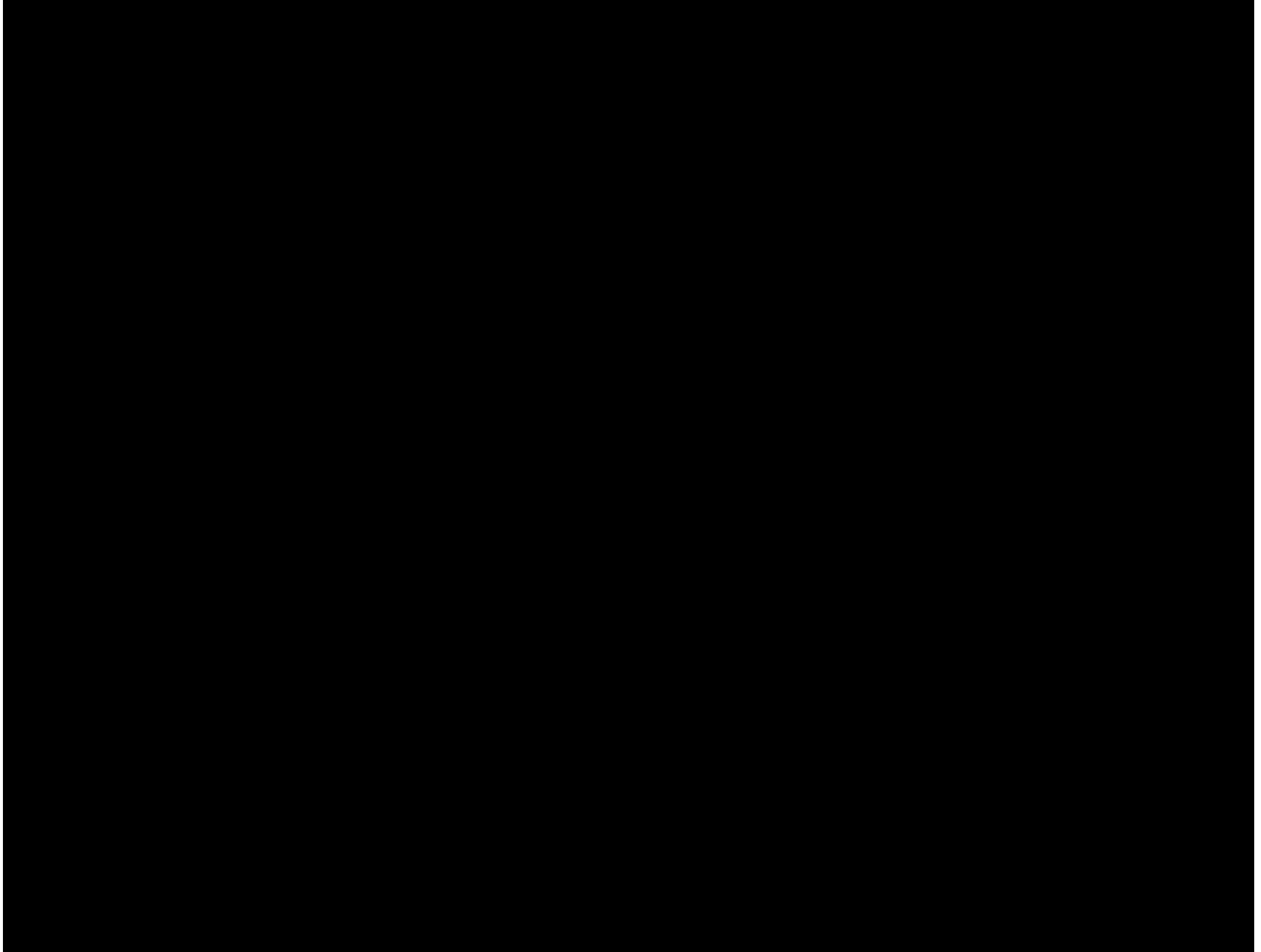


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5. Project Work and SFIA Rate Card

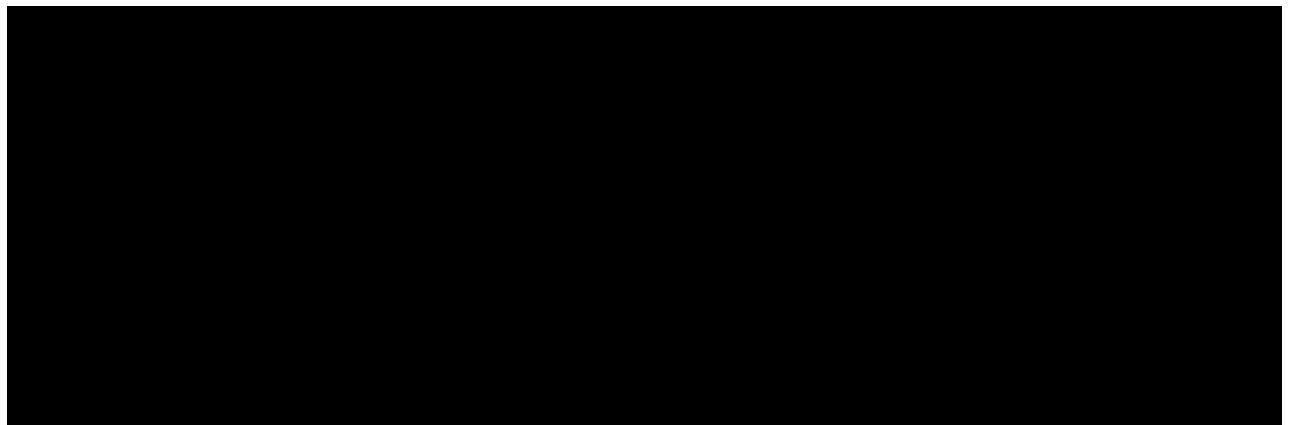
See Call-Off Schedule 20 (Specification) section 2.8. for further details.

Refer to Appendix 1 – Call-Off Order Form for the Statement of Work (SoW) template.



6. Courier Service

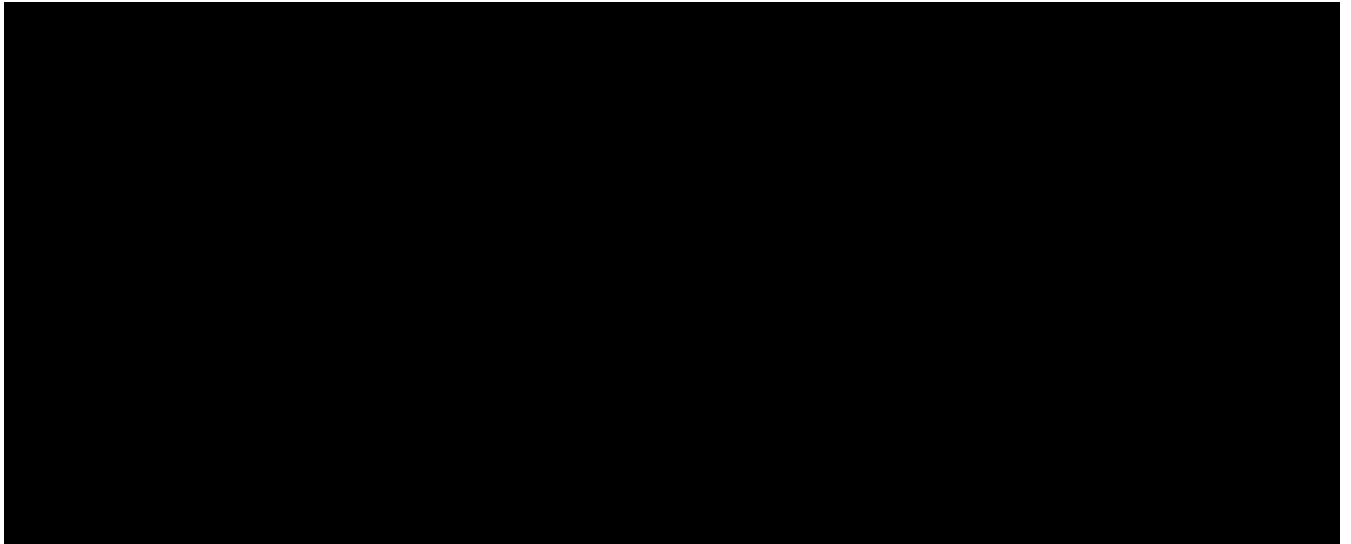
See Call-Off Schedule 20 (Specification) section 2.3. for further details.



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7. Employee Device Purchase Scheme (EDPS)

See Call-Off Schedule 20 (Specification) section 2.6. for further details.



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Call-Off Schedule 6 (ICT Services)

Definitions

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

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

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in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Open Source Software"

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in

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	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"> the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the

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avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

When this Schedule should be used

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

Buyer due diligence requirements

The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

operating processes and procedures and the working methods of the Buyer;

ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

The Supplier confirms that it has advised the Buyer in writing of:

each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

the actions needed to remedy each such unsuitable aspect; and

a timetable for and the costs of those actions.

Licensed software warranty

The Supplier represents and warrants that:

it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

all components of the Specially Written Software shall:

be free from material design and programming errors;

perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

not infringe any IPR.

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Provision of ICT Services

The Supplier shall:

ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

ensure that the Supplier System will be free of all encumbrances;

ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

Standards and Quality Requirements

The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

ICT Audit

The Supplier shall allow any auditor access to the Supplier premises to:

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

Maintenance of the ICT Environment

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

Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.

The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

Intellectual Property Rights in ICT**Assignments granted by the Supplier: Specially Written Software**

The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

the Documentation, Source Code and the Object Code of the Specially Written Software; and

all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

The Supplier shall:

inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting

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Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

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

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

Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied

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within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

Licenses for COTS Software by the Supplier and third parties to the Buyer

The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
will no longer be maintained or supported by the developer; or
will no longer be made commercially available

Buyer's right to assign/novate licences

The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
a Central Government Body; or
to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

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

Licence granted by the Buyer

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

Open Source Publication

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

suitable for publication by the Buyer as Open Source; and
based on Open Standards (where applicable),

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

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

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

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

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

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

will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

do not contain any Malicious Software.

Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

Malicious Software

The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier)

unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

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Supplier-Furnished Terms

Not Applicable.

Customer Premises

Licence to occupy Customer Premises

Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [and in accordance with Call-Off Schedule 10 (Exit Management)].

The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

Security of Buyer Premises

The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

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Buyer Property

Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.

The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

Supplier Equipment

Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.

The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.

All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be

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liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

4.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.

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

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

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

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

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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

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competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

Definitions

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

“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: figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and 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;
“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;
“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;
"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;

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“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;
“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Corporate Change Event”	<p>means:</p> <p>any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p> <p>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;</p> <p>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;</p> <p>a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</p> <p>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>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>an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>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>the appointment of a receiver, administrative receiver or administrator in respect of or over all</p>

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	or a material part of the undertaking or assets of any member of the Supplier Group; and/or 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;
“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: 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 significant impact on the national security, national defence, or the functioning of the UK;
“Critical Service Contract”	a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;
“CRP Information”	means, together, the: Group Structure Information and Resolution Commentary; and UK Public Sector and CNI Contract Information;
“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;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be

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	unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"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 and Appendix 1 to Part B;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"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;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule;
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;
"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

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	bodies, police, fire and rescue, education bodies and devolved administrations; and
“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 and Appendix 2 of Part B;

Part A: BCDR Plan**BCDR Plan**

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.

At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Supplier shall follow to:

ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

the recovery of the Deliverables in the event of a Disaster

The BCDR Plan shall be divided into four sections:

Section 1 which shall set out general principles applicable to the BCDR Plan;

Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**);

Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**); and

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"**).

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.

General Principles of the BCDR Plan (Section 1)

Section 1 of the BCDR Plan shall:

set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

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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;

contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

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;

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;

contain a risk analysis, including:

- failure or disruption scenarios and assessments of likely frequency of occurrence;
- identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
- identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier;

and

- a business impact analysis of different anticipated failures or disruptions;

provide for documentation of processes, including business processes, and procedures;

set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

identify the procedures for reverting to "normal service";

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;

identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;

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;

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 business continuity and disaster recovery elements of the BCDR Plan;

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

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 Suppliers in each case as notified to the Supplier by the Buyer from time to time.

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

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

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.

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.

Business Continuity (Section 2)

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:

- 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
- 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.

The Business Continuity Plan shall:

- address the various possible levels of failures of or disruptions to the provision of Deliverables;
- 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;
- 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
- set out the circumstances in which the Business Continuity Plan is invoked.

Disaster Recovery (Section 3)

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.

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The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

- loss of access to the Buyer Premises;
- loss of utilities to the Buyer Premises;
- loss of the Supplier's helpdesk or CAFM system;
- loss of a Subcontractor;
- emergency notification and escalation process;
- contact lists;
- staff training and awareness;
- BCDR Plan testing;
- post implementation review process;
- 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;
- 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;
- access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- testing and management arrangements.

Insolvency Continuity Plan (Section 4)

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 Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact. The Insolvency Continuity Plan shall include the following:

- 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;
- 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;
- plans to manage and mitigate identified risks;
- 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;

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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
sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

Review and changing the BCDR Plan

The Supplier shall review the BCDR Plan:

on a regular basis and as a minimum once every six (6) Months;
within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and

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

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

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.

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.

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

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shown that the changes are required because of a material change to the risk profile of the Deliverables.

Testing the BCDR Plan

The Supplier shall test the BCDR Plan:

regularly and in any event not less than once in every Contract Year;
in the event of any major reconfiguration of the Deliverables
at any time where the Buyer considers it necessary (acting in its sole discretion).

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.

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.

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.

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

the outcome of the test;

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

the Supplier's proposals for remedying any such failures.

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.

Invoking the BCDR Plan

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.

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:

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

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

Circumstances beyond your control

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

Amendments to this Schedule in respect of Bronze Contracts

Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:

Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;

Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;

Paragraph 5 (Insolvency Continuity Plan) of Part A;

Paragraph 8.2 of Part A; and

The entirety of Part B of this Schedule.

Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:

Annual Review;

Appropriate Authority or Appropriate Authorities;

Associates;

Class 1 Transaction;

Control;

Corporate Change Event;

Critical National Infrastructure;

Critical Service Contract;

CRP Information;

Dependent Parent Undertaking;

Group Structure Information and Resolution Commentary;

Parent Undertaking;

Public Sector Dependent Supplier;

Subsidiary Undertaking;

Supplier Group;

UK Public Sector Business; and

UK Public Sector/CNI Contract Information.

Part B: Corporate Resolution Planning

Service Status and Supplier Status

This Contract is a Critical Service Contract.

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The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

Provision of Corporate Resolution Planning Information

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.

Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:

where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and

except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.

The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:

is full, comprehensive, accurate and up to date;

is split into two parts:

Group Structure Information and Resolution Commentary;
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);

incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

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

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.

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

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Supplier and no later than 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.

If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:

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

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 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 2.3 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 34 of the Core Terms at any time.

Where the Supplier or a member of the Supplier Group has already provided CRP Information to a 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 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.

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

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

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

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this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

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);

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

within 30 days of the date that:

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

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

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

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 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or

unless not required pursuant to Paragraph 2.10.

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.

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

Aa3 or better from Moody's;

AA- or better from Standard and Poors;

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 Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this

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Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 2.8.

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.

Termination Rights

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: the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 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 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

Confidentiality and usage of CRP Information

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.

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 15 of the Core Terms.

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.

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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:

redacting only those parts of the information which are subject to such obligations of confidentiality;

providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

summarising the information;

grouping the information;

anonymising the information; and

presenting the information in general terms

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.

Appendix 1: Group structure information and resolution commentary

The Supplier shall:

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;

ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and 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

The Supplier shall:

provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and: are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental

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public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
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 sub-contractor under the agreement with the end recipient; or
involve or could reasonably be considered to involve CNI;
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.

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

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

"Breach of Security"	<p>the occurrence of:</p> <p>any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including Confidential Information and DVSA information assets) used by DVSA and/or the Potential Provider in connection with this Contract; and/or</p> <p>the loss and/or unauthorised disclosure of any information or data (including Confidential Information and DVSA information assets), including any copies of such information or data, used by DVSA and/or the Potential Provider in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy where DVSA has required compliance therewith in accordance with paragraph 3.2 d);</p>
"ISMS"	the information security management system and process developed by the Potential Provider in accordance with Paragraph 5.2 (ISMS) as updated from time to time in accordance with this annex.
"Security Management Plan"	the Potential Provider's security management plan prepared pursuant to this Annex, a draft of which has been provided by the Potential Provider to DVSA and as updated from time to time.
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

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Introduction

Annex 1 sets out the Security and Confidentiality requirements that the Potential Provider and any subcontractors must comply with in delivery of the contract. The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

For the Buyer – Chief Data & Cyber Security Officer
for the Potential Provider - Chief Information Security Officer (UK)

The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

The DVSA shall clearly articulate its high level security requirements so that the Potential Provider can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

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

The Potential Provider shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing DVSA Data and any system that could directly or indirectly have an impact on that information, and shall ensure that DVSA Data remains under the effective control of the Potential Provider at all times.

The Potential Provider shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to DVSA.

DVSA and the Potential Provider acknowledge that information security risks are shared between the Parties and that a compromise of either the Potential Provider or DVSA's security provisions represents an unacceptable risk to DVSA requiring immediate communication and co-operation between the Parties.

Security Standards

The Potential Provider acknowledges that DVSA places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

The Potential Provider shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

is in accordance with the Law and this Contract;
as a minimum demonstrates Good Industry Practice;
meets any specific security threats of immediate relevance to the Deliverables and/or DVSA information assets; and

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where specified by DVSA, complies with the DVSA Security Policy and the DVSA ICT Policy;
 complies with relevant legislation, organisational and cross-Government policy and guidelines in relation to data and asset security including but not limited to Data Protection Act 2018, General Data Protection Regulation (UK GDPR 2018), HMG Security Policy Framework, Cabinet Office Minimum Cyber Security Standard (2018), National Cyber Security Centre Cloud Security Principles.

The references to standards, guidance and policies contained or set out in Paragraph 4.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Potential Provider from time to time.

In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Potential Provider should notify DVSA's Representative of such inconsistency immediately upon becoming aware of the same, and DVSA's Representative shall, as soon as practicable, advise the Potential Provider which provision the Potential Provider shall be required to comply with.

High Level Security Requirements

ID	Title	Description
Governance		
GR01	Named Contact	The Potential Provider must provide a single named point of contact at their organisation responsible for the security of their information systems.
GR02	Security Policy	<p>The Potential Provider shall ensure that they maintain an up-to-date security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable following the Start Date to the DVSA.</p> <p>The Security Policy must include, at a minimum, security risk management (security risk assessment, incident response, evaluation and security roles and responsibilities), Potential Provider personnel integrity (recruitment, training, staff responsibilities, vetting, and disciplinary procedures), compliance with legislation, handling of information from creation to destruction or deletion, management of suspected/actual security breaches and business continuity arrangements.</p>

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GR03	Certifications	<p>The Potential Provider must be accredited against ISO 27001:2022 and commit to maintaining this for the duration of the contract.</p> <p>The Potential Provider must currently hold a Cyber Essentials Plus certification and maintain this for the duration of the contract.</p>
GR04	Potential Provider Location	The Potential Provider must maintain a base of operations within the UK.
GR05	Service Location	DVSA data, information assets and hardware devices provided as part of delivery of this contract, must only be accessed and handled within the UK.
GR06	Security Management Plan	The Potential Provider must develop and maintain a Security Management Plan as described in Section 5.
GR07	Security Assurance	Where requested by DVSA the Potential Provider must support security assurance activities relating to IT systems used to provide the services in this contract including compliance with recommendations to remediate any identified risks.
GR08	Security Testing	<p>The Potential Provider must ensure that any of their IT infrastructure involved in delivery of this contract undergoes security testing on an at least annual basis including an ITHC conducted by a CHECK-certified provider. The results of these ITHCs must be provided to DVSA on request.</p> <p>Following testing the Potential Provider must implement a remediation action plan, agreed with DVSA, to resolve any identified vulnerabilities on timescales aligned with Section 7. On completion of remediation actions the Potential Provider must repeat the relevant security testing in accordance with a timetable agreed with DVSA.</p>
GR09	Security Audit	The Potential Provider must support DVSA in conducting audits of its compliance with security requirements and the ISMS, as described in Paragraph 5.2, on an at least annual basis and prior to implementation. Following a security audit the Potential Provider must develop a remediation action plan for any issues identified to be agreed with DVSA.
GR10	Personnel Security	All Potential Provider staff, including subcontractors, with access to DVSA data or information assets must hold either SC clearance or undergo a Baseline Personnel Security Standard (BPSS) check. Where Potential

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		<p>Provider staff have privileged access they must hold at least SC clearance.</p> <p>All Potential Provider staff with access to DVSA data or information assets or systems holding DVSA data or information assets shall undergo training on secure information management principles on an at least annual basis.</p>
GR11	Secure System Development Lifecycle	<p>Should the Potential Provider develop or configure any software to support delivery of this contract they must ensure that their development practices include security throughout the system development lifecycle aligned with NCSC guidance (https://www.ncsc.gov.uk/collection/cyber-security-design-principles).</p>
GR12	Exit	<p>On completion of the contract or decommissioning of the solution the Potential Provider must support DVSA in conducting migration activities and ensure that all storage devices are sanitised in line with best practice such as NIST 800-88 or NCSC guidance. On sanitisation the Potential Provider must provide DVSA with a certificate of sanitisation identifying the method used for sanitisation, the assets sanitised, the date on which they were sanitised and the signature of the individual responsible for sanitisation.</p>
GR13	Test Data	<p>DVSA data, information assets or data related to delivery of this contract must not be used in testing of the Potential Provider's systems without explicit consent of DVSA.</p>
GR14	Machine Learning Tools	<p>DVSA data, information assets or data related to delivery of this contract must not be used in training of machine learning models by the Potential Provider without explicit consent of DVSA.</p>
GR15	Third-Party Risk Management Processes	<p>The Potential Provider must gain agreement from DVSA prior to granting access to DVSA data or information assets to any of their third parties. The Potential Provider must conduct security risk assessments on any of their third parties handling DVSA data or information assets, provide the results of these risk assessments to DVSA and implement remediation actions for any identified risks in consultation with DVSA.</p>
GR16	Change Management	<p>The Potential Provider must inform DVSA of any major changes to their IT infrastructure that may impact on the secure handling of DVSA data or information assets.</p>

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GR17	Asset Management Processes	The Potential Provider must maintain an asset register for all IT assets and conduct annual audits to ensure that this remains accurate.
GR18	Security Classification	<p>The Potential Provider shall ensure that the Government Security Classification (GSC) Policy (Government Security Classifications Policy June 2023.docx (publishing.service.gov.uk)) rating is also applied when information and data is transmitted across all applicable networks and/or in line with DVSA requirements.</p> <p>Handling of data marked OFFICIAL-SENSITIVE must ensure no removal or obfuscation of GSC classification in metadata.</p>
GR19	Legislation	<p>The Potential Provider shall ensure that they support the DVSA in meeting their legislative obligations including, but not limited to, those set out in:</p> <p>UK General Data Protection Regulations 2018 Data Protection Act 2018 Freedom of Information Act 2000 Human Rights Act 1998 Privacy & Electronic Communications Regulations 2006 (PECR) Regulation of Investigatory Powers Act (2016) The Investigatory Powers Act 2016</p> <p>This includes assisting the DVSA in carrying out a data protection impact assessment and identifying and mitigating privacy risks to a level acceptable to the DVSA.</p>
GR20	Business Continuity	<p>The Potential Provider must develop a Business Continuity and Disaster Recovery Plan which must be provided to DVSA within 20 days of the contract start date. This should be accompanied by an Business Continuity and Disaster Recovery Test Plan which details the expected contents of post-test reports. The Business Continuity and Disaster Recovery Plan and Business Continuity and Disaster Recovery Test Plan must be approved by DVSA and a test of the Business Continuity Plan conducted within 3 months of the contract start date.</p> <p>The Potential Provider must hold ISO 22301 accreditation.</p>
GR21	ISMS	The Potential Provider must develop and maintain an ISMS as described in Section 5.
Technical		
TR01	Access Controls	The Potential Provider's information systems must be configured to ensure that only authorised

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		<p>users can gain access to them. All users must be uniquely identified and authenticated before being granted access to the Potential Provider's information systems.</p> <p>Access to any DVSA data or information assets by Potential Provider staff or subcontractors must be limited to those with a need to know and protected with industry standard access and authentication controls including multifactor authentication.</p>
TR02	Privileged Access	Where a member of Potential Provider staff grants increased access privileges to Potential Provider information systems, those staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.
TR03	Encryption in Transit	Data in transit must be secured with industry best practice encryption techniques (such as TLS 1.2 or above) suitable for protection of OFFICIAL data.
TR04	Encryption at Rest	Data at rest must be secured with industry best practice encryption techniques suitable for protection of OFFICIAL data.
TR05	Key Management	Cryptographic keys managed by the Potential Provider must be managed effectively using a key management solution that facilitates rotation of secrets and keys in configurable timeframes.
TR06	Patch Management	<p>The Potential Provider must maintain a patch management policy detailing at a minimum, the timeframes to apply security patches, and rollback plans in event of patch failure. This must be supplied to DVSA for review within 20 working days of contract award. The patch management policy must be aligned with the requirements in Section 7.</p> <p>Patches must be tested on a non-production environment prior to deployment on live and DVSA must be informed of any expected downtime at least 24 hours in advance of patching.</p>
TR07	Logging and Monitoring	The Potential Provider must collect logs from all network devices and endpoints handling DVSA data or information assets (including but not limited to, privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from EUD and

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		<p>server operating systems and security alerts from third-party security software) and ensure that these are monitored to detect abnormal behaviour using a protective monitoring tool.</p> <p>The Potential Provider must implement processes to distinguish between security alerts and false positives and alerts should trigger incident response processes. The Potential Provider must ensure that access to logs collected for monitoring purposes is strictly controlled and that the logs are immutable.</p> <p>Security logs must be maintained for a period of at least 6 months.</p>
TR08	Security Incident Management	<p>The Potential Provider must document and maintain Security Incident Management Plans for the services included in this contract and provide these to DVSA within twenty (20) working days of the start date of the contract.</p> <p>In the event of an incident affecting the confidentiality, integrity or availability of DVSA data or information assets the Potential Provider must notify DVSA within 24 hours including details of any mitigating and recovery actions that have taken place or are ongoing.</p> <p>The Potential Provider must attempt to minimise the impact on DVSA data or information assets during an incident and seek to conduct mitigating activities in consultation with DVSA. On closure of a security incident the Potential Provider must contact DVSA identifying the root cause and steps taken to ensure that the incident cannot reoccur.</p>
TR09	Backups	<p>For any data relating to the delivery of this contract, the Potential Provider must conduct backups on a daily basis and store these securely in line with the requirements for live data. Backups must be retained for 6 months and allow restoration within 1 day. Restoration from backups must be tested on an at least annual basis and the results of the testing provided to DVSA for review.</p>
TR10	Secure Configuration	<p>The Potential Provider must ensure that any of their IT infrastructure involved in delivery of the service adheres to common industry standards including but not limited to:</p> <ul style="list-style-type: none"> • AWS/Microsoft/Google best practice security

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		<p>principles</p> <ul style="list-style-type: none"> • NCSC guidance and principles • NIST security and cybersecurity standards • OWASP • GDPR and DPA 2018 <p>Any deviations from these must be brought to the attention of the DVSA during the design phase or as soon as identified thereafter.</p>
TR11	Malware Protection	The Potential Provider must ensure that their information systems are protected with suitable malware protection tools and that these are updated regularly.
TR12	Network Security	Potential Provider networks must be configured in a secure manner with network boundaries configured to prevent connections by unauthorised users and in line with industry best practice. Networks should be appropriately segregated into different trust zones based on sensitivity.
TR13	End User Device Security	Any end user devices used by the Potential Provider to deliver the service must be securely configured in line with NCSC guidance (Platform Guides - NCSC.GOV.UK).
TR14	Customer Separation	Information systems handling DVSA data or information assets must be logically separated from those handling data belonging to other customers.
TR15	Environments	The Potential Provider must maintain separate environments for development, testing and Live. These must be separated from each other. Live DVSA data should never enter the development or testing environments without explicit consent of DVSA.
TR16	Physical Access Controls	<p>The Potential Provider must ensure that physical locations used to store hardware associated with delivery of this contract are only accessible to individuals with a legitimate business need holding a valid business pass. Issuance of these passes must be tightly controlled.</p> <p>Visitor access to physical locations used to store hardware associated with delivery of this contract must be logged and any visitors must be escorted while on the premises.</p> <p>Physical locations used to store hardware associated with delivery of this contract must be secured and alarmed when not in use.</p>

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		Physical locations used to store hardware associated with delivery of this contract must be monitored at all times.
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Security Management Plan and ISMS

Introduction

The Potential Provider shall develop and maintain a Security Management Plan and ISMS in accordance with this Annex. The Potential Provider shall thereafter comply with its obligations set out in the Security Management Plan and ISMS.

Information Security Management System (ISMS)

The Potential Provider shall develop and submit to DVSA, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 5.2.4 to 5.2.6.

The Potential Provider acknowledges that DVSA places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Potential Provider shall be responsible for the effective performance of the ISMS.

DVSA acknowledges that the ISMS provided by the Potential Provider may either be an extant ISMS covering the Services and their implementation across the Potential Provider's estate or a bespoke ISMS developed to meet the requirements of this contract.

The ISMS shall:

protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including, the Potential Provider's Sites, the Potential Provider's System, DVSA's System (to the extent that it is under the control of the Potential Provider) and any ICT, information and data (including the DVSA's Confidential Information and Data) to the extent used by DVSA or the Potential Provider in connection with this Contract;

meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 5.6;

at all times provide a level of security which:

is in accordance with the Law and this Contract;

complies with the Baseline Security Requirements;

as a minimum demonstrates Good Industry Practice;

complies with DVSA Security Policy and DVSA ICT Policy;

complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)

(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)

takes account of guidance issued by the National Protective Security Authority (NPSA) ([National Protective Security Authority | NPSA](#))

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considers the NCSC Cyber Assessment Framework (CAF) ([Cyber Assessment Framework - NCSC.GOV.UK](https://www.ncsc.gov.uk/assessment-framework))

meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or DVSA Data or information assets;

addresses issues of incompatibility with the Potential Provider's own organisational security policies; and

complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 5.6.

- document the security incident management processes and incident response plans;

- document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Potential Provider becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- be certified by (or by a person with the direct delegated authority of) a Potential Provider's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by DVSA in advance of issue of the relevant Security Management Plan).

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

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

"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Core Network Assets"	the assets used in the provision of the Core Network;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods

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	are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network; any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation, excluding such contracts relating to the Core Network;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

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Supplier must always be prepared for contract exit

The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

During the Contract Period, the Supplier shall promptly:

- 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
- create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

The Supplier shall:

- ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 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.

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.

Assisting re-competition for Deliverables

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").

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.

The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

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

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Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

Exit Plan

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.

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.

The Exit Plan shall set out, as a minimum:

- a detailed description of both the transfer and cessation processes, including a timetable;
- how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;
- 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;
- 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;
- 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;
- proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- proposals for the disposal of any redundant Deliverables and materials;
- how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

- maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - every six (6) months throughout the Contract Period; and
 - no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
- 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;
- 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

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jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

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.

A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

Termination Assistance

The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- the nature of the Termination Assistance required; and
- 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.

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:

- no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
- 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.

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.

Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation. 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).

Termination Assistance Period

Throughout the Termination Assistance Period the Supplier shall:

- continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer

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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;
 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

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.

Obligations when the contract is terminated

The Supplier shall comply with all of its obligations contained in the Exit Plan. 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:

vacate any Buyer Premises;
 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;
 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:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

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.

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the

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Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

Assets, Sub-contracts and Software

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

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

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

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

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:

which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier

("Transferring Assets");

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

the Non-Exclusive Assets,

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

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

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

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.

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.

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:

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

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procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

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.

The Buyer shall:

accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
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.

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.

The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

No charges

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

Dividing the bills

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:

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

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Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 5.2.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Potential Provider from time to time. In the event that the Potential Provider becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 5.2.4, the Potential Provider shall immediately notify DVSA Representative of such inconsistency and the DVSA Representative shall, as soon as practicable, notify the Potential Provider as to which provision the Potential Provider shall comply with.

If a bespoke ISMS is submitted to DVSA pursuant to Paragraph 5.2.3 is Approved by DVSA, it shall be adopted by the Potential Provider immediately and thereafter operated and maintained in accordance with this Annex. If the ISMS is not Approved by DVSA, the Potential Provider shall amend it within ten (10) Working Days of a notice of non-approval from DVSA and re-submit it to DVSA for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to DVSA. If DVSA does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by DVSA pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 5.2.4 to 5.2.6 shall be deemed to be reasonable. Approval by DVSA of the ISMS pursuant to Paragraph 5.2.7 or of any change to the ISMS shall not relieve the Potential Provider of its obligations under this Annex.

Content of the Security Management Plan

The Security Management Plan shall:

- comply with the principles of security set out in Section 2, and any other provisions of this Contract relevant to security;
- identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Potential Provider;

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- detail the process for managing any security risks from
 - Subcontractors and third parties authorised by DVSA with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, DVSA Premises, the Sites, the Potential Provider System, DVSA Systems (to the extent that it is under the control of the Potential Provider) and any ICT, Information and data (including the DVSA's Confidential Information and DVSA Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including DVSA Premises, the Sites, and any ICT, Information and data (including DVSA Confidential Information and any other DVSA information assets) to the extent used by the DVSA or the Potential Provider in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- set out the security measures to be implemented and maintained by the Potential Provider in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- set out the plans for transitioning all security arrangements and responsibilities for the Potential Provider to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the DVSA Security Policy; and
- be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- be written in plain English in language which is readily comprehensible to the staff of the Potential Provider and DVSA engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Annex.

Development of the Security Management Plan

Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 5.5, the Potential Provider shall prepare and deliver to DVSA for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

If the Security Management Plan submitted to DVSA in accordance with Paragraph 5.4.1, or any subsequent revision to it in accordance with Paragraph 5.5, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this

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Annex. If the Security Management Plan is not Approved, the Potential Provider shall amend it within ten (10) Working Days of a notice of non-approval from DVSA and re-submit to DVSA for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to DVSA. If DVSA does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. DVSA shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 5.4.2. However, a refusal by DVSA to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 5.2 shall be deemed to be reasonable.

Approval by DVSA of the Security Management Plan pursuant to Paragraph 5.4.2 or of any change to the Security Management Plan in accordance with Paragraph 5.5, shall not relieve the Potential Provider of its obligations under this Annex.

Amendment of the ISMS and Security Management Plan

The ISMS and Security Management Plan shall be fully reviewed and updated by the Potential Provider and at least annually to reflect:

- emerging changes in Good Industry Practice;
- any change or proposed change to the Potential Provider System, the Deliverables and/or associated processes;
- any new perceived or changed security threats;
- where required in accordance with paragraph 5.2.4 c)iv, any changes to the Security Policy;

- any new perceived or changed security threats; and
- any reasonable change in requirement requested by DVSA.

The Potential Provider shall provide DVSA with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to DVSA. The results of the review shall include, without limitation:

- suggested improvements to the effectiveness of the ISMS;
- updates to the risk assessments;
- proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

suggested improvements in measuring the effectiveness of controls. Subject to Paragraph 5.5.4, any change which the Potential Provider proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.5.1, a Buyer request, a change to Section 4) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by DVSA.

DVSA may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such

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changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

Complying with the ISMS

DVSA shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 5.2.4 c)iv.

If, on the basis of evidence provided by such security audits, it is DVSA's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, DVSA's Security Policy are not being achieved by the Potential Provider, then DVSA shall notify the Potential Provider of the same and give the Potential Provider a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Potential Provider does not become compliant within the required time then DVSA shall have the right to obtain an independent audit against these standards in whole or in part.

If, as a result of any such independent audit as described in Paragraph the Potential Provider is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Potential Provider shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by DVSA in obtaining such audit.

Security breach

Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 7.1, the Potential Provider shall:

- immediately take all reasonable steps (which shall include any action or changes reasonably required by DVSA) necessary to:
 - minimise the extent of actual or potential harm caused by any Breach of Security;
 - remedy such Breach of Security to the extent possible and protect the integrity of DVSA and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - prevent an equivalent breach in the future exploiting the same cause failure; and
 - as soon as reasonably practicable provide to DVSA, where DVSA so requests, full details (using the reporting mechanism defined by

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the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by DVSA.

In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Annex, then any required change to the ISMS shall be at no cost to DVSA.

Vulnerabilities and fixing them

DVSA and the Potential Provider acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to DVSA's information.

The severity of threat vulnerabilities for COTS Software shall be categorised by the Potential Provider as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

The Potential Provider shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

the Potential Provider can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Potential Provider asserts cannot be exploited within the context of a Service must be remedied by the Potential Provider within the above timescales if the vulnerability becomes exploitable within the context of the Service;

the application of a 'Critical' or 'Important' security patch adversely affects the Potential Provider's ability to deliver the Services in which case the Potential Provider shall be granted an extension to such timescales of 5 days, provided the Potential Provider had followed and continues to follow the security patch test plan agreed with DVSA; or

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DVSA agrees a different maximum period after a case-by-case consultation with the Potential Provider under the processes defined in the ISMS.

The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
is agreed with DVSA in writing.

The Potential Provider shall:

- implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;
- ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Potential Provider) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
- pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Potential Provider) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 5.2.4e);
- from the date specified in the Security Management Plan provide a report to DVSA within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Potential Provider) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
- remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- inform DVSA when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the

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security of the ICT Environment and provide initial indications of possible mitigations.

If the Potential Provider is unlikely to be able to mitigate the vulnerability within the timescales under this Section 7, the Potential Provider shall immediately notify DVSA.

A failure to comply with Paragraph 7.3 shall constitute a Default, and the Potential Provider shall comply with the Rectification Plan Process.

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Call-Off Schedule 11 (Installation Works)

When this Schedule should be used

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

How things must be installed

Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:

accept the Installation Works, or

reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).

If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.

The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.

Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

"Delay"	a delay in the Achievement of a Milestone by its Milestone Date; or a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 20 calendar days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
 - 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
 3. **Reviewing and changing the Implementation Plan**
 - 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
 - 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
 - 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
 - 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.
4. **Security requirements before the Start Date**
 - 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
 - 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
 - 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
 - 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
 - 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior

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approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

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

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay

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Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be a one (1) Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
- 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the 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;
 - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

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- (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex 1: Implementation Plan

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

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Transfer of hardware into Bonded Stock	Within week 1 of Contract Award.
2	Courier Service established and tested.	Within week 2 of contract award

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3	Peripherals supply for end users ready to use	Within week 3 of contract award
4	Repair and secure disposal service established	Within 1 month of contract award
5	Employee Device Purchase Scheme Launched with access available to DVSA staff.	Within 1 month of contract award

The Milestones will be Achieved in accordance with this Call-Off Schedule 13:
(Implementation Plan and Testing)

Part B - Testing

Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity

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	Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

How testing should work

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

The Supplier shall not submit any Deliverable for Testing:

- unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
- until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
- until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

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.

Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

Planning for testing

The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.

The final Test Strategy shall include:

- an overview of how Testing will be conducted in relation to the Implementation Plan;

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the process to be used to capture and record Test results and the categorisation of Test Issues;

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;

the procedure to be followed to sign off each Test;

the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

the names and contact details of the Buyer and the Supplier's Test representatives;

a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;

the technical environments required to support the Tests; and

the procedure for managing the configuration of the Test environments.

Preparing for Testing

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.

Each Test Plan shall include as a minimum:

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

a detailed procedure for the Tests to be carried out.

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.

Passing Testing

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

How Deliverables will be tested

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

Each Test Specification shall include as a minimum:

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;

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- a plan to make the resources available for Testing;
- Test scripts;
- Test pre-requisites and the mechanism for measuring them;
- and
- expected Test results, including:
 - a mechanism to be used to capture and record Test results;
 - and
 - a method to process the Test results to establish their content.

Performing the tests

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

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.

The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

The Buyer may raise and close Test Issues during the Test witnessing process.

The Supplier shall provide to the Buyer in relation to each Test:

- a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
- the final Test Report within 5 Working Days of completion of Testing.

Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

- an overview of the Testing conducted;
- 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;
- the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
- 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
- the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

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

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the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

Discovering Problems

Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

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.

The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

Test witnessing

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.

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.

The Test Witnesses:

- shall actively review the Test documentation;
- will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
- shall not be involved in the execution of any Test;
- 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;

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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;

may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

Auditing the quality of the test

The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.

The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

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.

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.

In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

Outcome of the testing

The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

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 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

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Buyer's other rights and remedies, such failure shall constitute a material Default.

The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

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.

The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

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.

If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

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

where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

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Risk

The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

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

Annex 1: Test Issues – Severity Levels

Severity 1 Error

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

Severity 2 Error

This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

- causes a Component to become unusable;
- causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
- has an adverse impact on any other Component(s) or any other area of the Deliverables;

Severity 3 Error

This is an error which:

- causes a Component to become unusable;
- causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
- has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

Severity 4 Error

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

Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].
[OR][This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

Definitions

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

“Critical Service Level Failure”	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year 5% contractual spend; and during the remainder of the Call-Off Contract Period, five percent (5%) of the Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.
“Service Period”	Shall be measured by each calendar month.

What happens if you don’t meet the Service Levels

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

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The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

the Service Level Failure:

exceeds the relevant Service Level Threshold;

has arisen due to a Prohibited Act or wilful Default by the Supplier;

results in the corruption or loss of any Government Data; and/or

results in the Buyer being required to make a compensation payment to one or more third parties; and/or

the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

there is no change to the Service Credit Cap.

Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

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

Part A: Service Levels and Service Credits

Service Credits (charges) will be calculated against the specific service which incurs a penalty. All individual services to be subject to a signed SOW.

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If the level of performance of the Supplier:

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

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

require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
instruct the Supplier to comply with the Rectification Plan Process;
if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

Service Credits

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.

Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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

Service Levels				Service Credit for each Service Period	Publishable KPI
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold		
<u>SLA-001 Provision of IT Hardware and Peripherals</u> Quotes for IT Hardware and Peripherals Upon request of a quote for a product by DVSA the Potential	Timelines	95% - when minimum of 5 quotes received in a calendar month.	95%	0.5% Service Credit gained for each percentage under the specified Service	Yes

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<p>Provider must provide a quote and an indicative lead time within a period of 2 working days.</p> <p><i>The only exception to this SLA will be where the Potential Provider must approach OEMs for a new pricing structure in order to achieve best value for money for DVSA. In this case an indicative price and estimated timeline for formal quote should be provided within the 2 working day window.</i></p>				Level Performance Measure	
<p><u>SLA-002 Provision of IT Hardware and Peripherals</u></p> <p>Placing Orders</p> <p>Upon receipt of DVSA's Purchase Order (PO) number the Potential Provider must place the order within a period of 1 working day.</p>	Timeline	98%	98%	N/A	Yes
<p><u>SLA-003 Provision of IT Hardware and Peripherals</u></p> <p>Real-time Bonded Stock Inventory</p> <p>DVSA must be able to see real time bonded stock 24/7. This system should have a 95% availability.</p>	Availability	95%	95%	N/A	Yes

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DVSA must be informed of any scheduled maintenance with adequate notice (minimum 2 working days notice).					
<u>SLA-004 Provision of IT Hardware and Peripherals</u> Standard Bonded Stock Call Offs Upon request of a standard call off from bonded stock by DVSA, goods must be delivered to the requested address within a period of 2 working days.	Timelines	90% min 5 requests over a quarter	90% (80% level deemed failure)	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
<u>SLA-005 Provision of IT Hardware and Peripherals</u> Urgent Bonded Stock Call Offs Upon request of an urgent call off from bonded stock by DVSA, goods must be delivered to the requested address by the next working day if the request is submitted by DVSA before 2pm GMT/BST.	Timelines	95% min 5 over a quarter	95% (85% level deemed failure)	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes

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<u>SLA-006 Provision of IT Hardware and Peripherals Invoicing</u> Upon completion of any orders or project works the invoices should be sent to DVSA within 30 calendar days.	Timelines	98%	98%	N/A	Yes
<u>SLA-007 Peripheral Catalogue Catalogue Availability</u> The catalogue should be available both to end users and the DVSA IT Dispatch Team with a 95% availability. This includes any issues with authentication if the issue is on the Potential Provider side. Any scheduled maintenance shall be outside of business hours with a minimum of 3 working days' notice provided.	Availability	95%	95%	N/A	Yes
<u>SLA-008 Peripheral Catalogue Catalogue re-stocking</u> There should be a method of re-stocking the peripherals when stock levels approach minimum agreed	Timelines	95%	95%	N/A	Yes

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levels. These orders should be placed within 2 working days of the stock level minimum alert trigger.					
<u>SLA-009 Peripheral Catalogue</u> Changes to minimum stock level thresholds The minimum stock level thresholds should be reviewed on a fortnightly basis with DVSA. Any changes to these levels should be implemented within 2 working days.	Timelines	95%	95%	N/A	Yes
<u>SLA-010 Peripheral Catalogue</u> Peripheral Order Processing Peripheral items orders should be dispatched for next day delivery if received by the Potential Provider by 2pm.	Timelines	98%	98% (88% level deemed failure)	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
<u>SLA-011 Peripheral Catalogue</u> Customer service response time For the raising of any queries and	Timelines	95%	95%	N/A	Yes

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escalations relating to the peripheral orders to the Potential Provider's customer service team these should be acknowledged within 1 working day.					
<u>SLA-012 Repair and Secure Disposal</u> Collection of items for Repair or Secure Disposal Requests for collection of items should be scheduled within 5 working days of the request being received.	Timelines	95%	95%	N/A	Yes
<u>SLA-013 Repair and Secure Disposal</u> Quotations & Completion of Repair Once the Potential Provider has collected items for repair or disposal the quote for agreement by DVSA and the repair take place completed within 15 working days.	Timelines	95%	95%	N/A	Yes
<u>SLA-014 Repair and Secure Disposal</u> Quotations for Ad-hoc Collection	Timelines	90% if more than 3 in a single reporting period.	90%	N/A	Yes

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Once DVSA has submitted a requested for Ad-hoc Collection, the Potential Provider must provide a quote within 5 working days					
<u>SLA-015 Repair and Secure Disposal Execution of Ah-hoc Collection</u> Once a quotation has been agreed for an Ad-hoc Collection this must be started within 5 working days.	Timelines	95%	95%	N/A	Yes
<u>SLA-016 Repair and Secure Disposal Register of Category of Waste</u> DVSA must be provided with an up-to-date register of waste category within 3 working days of the request being made.	Timelines	95%	95%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes
<u>SLA-017 Repair and Secure Disposal Recycling Processing</u> Pure WEEE, mixed EEE and Mixed WEEE recycling should be processed and recycled within 30 days of its receipt with Certificates of	Timelines	95%	95%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure	Yes

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Data Sanitisation provided.					
<u>SLA-018 Employee Device Purchase Scheme</u> Collection of Devices Requests for collection of devices should be scheduled within 5 working days of the request being received.	Timelines	95%	95%	N/A	Yes
<u>SLA-0219 Employee Device Purchase Scheme</u> Device Processing – Devices for Re-marketing Devices graded for re-sale should be processed and for sale to staff within 120 days of receipt.	Timelines	95%	95%	N/A	Yes
<u>SLA-020 Employee Device Purchase Scheme</u> Device Processing – Devices for Recycling Devices that don't meet re-sale grades should be processed through recycling	Timelines	95%	95%	N/A	Yes

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within 45 days of receipt.					
<u>SLA-021 Business Continuity Disaster Recovery</u> Emergency Delivery of items within bonded stock Minimum of same day if request is placed before 2pm GMT/BST or next day if after 2pm GMT/BST to anywhere in UK mainland.	Timelines	98%	98%	N/A	Yes
<u>SLA-022 Associated Project Work</u> Response to SoW The Potential Provider must provide a costed response within 10 working days of submission by DVSA. <i>(This could be relaxed for complex Projects where a fully costed model is not possible within 10-working days. However, the Potential Provider must ask initial questions and begin engagement within 5 working days if this is the case).</i>	Timelines	90%	90%	N/A	Yes

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SLA-023 Associated	Timelines	90%	90%	N/A	Yes
Project Work Project Kick Off Meeting Once a Statement of Works has been signed by both parties a Project Kick Off meeting must take place with 10 working days.					

Key Performance Indicators	Key Indicator	Key Performance Measure	Key Performance Level Threshold
Reporting	Timely delivery of all Service Reports	100% of Monthly Reports delivered within ten working days of the month following the Month covered in the Report. 100 % of Quarterly/Annual Reports delivered within 15 working days of the month following the end of quarter or each Call Off Contract Year	If the report is delivered in more than 5 working days for the Monthly or 15 working days for the Quarterly/Annual Report
Complaints	The supplier shall respond to complaints received about the service in	100% of complaints responded to within 5 working days of receipt.	Delay of more than two working days.

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	writing or by e-mail to the Buyer		
Social Value - Pre-Contract Engagement Activities	Number of pre-contract engagement activities conducted with diverse organisations to support additional environmental benefits.	Track and report the number and diversity of organisations engaged.	Conduct at least 5 engagement activities per quarter.
Social Value - Collaborative Supply Chain Initiatives	Percentage of supply chain partners actively collaborating on environmental initiatives aimed at achieving net zero greenhouse gas emissions.	Survey supply chain partners and document collaborative projects and their outcomes.	Achieve 80% collaboration rate among supply chain partners.
Social Value - Environmental Enhancements and Air Quality Improvements	Number of environmental enhancement projects (e.g., habitat creation, green space development) completed and their impact on biodiversity and air quality.	Monitor and report on the number of projects, types of enhancements, and measurable improvements in biodiversity and air quality.	Complete at least 3 major projects annually.

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Should the Supplier fail to deliver against any of Key Performance Indicator Thresholds set out in Table 2, the Supplier shall deliver to the Buyer a remediation performance plan setting out what steps the Supplier is putting in place to prevent further performance failures. The Supplier will provide the performance remediation plan within 10 working days from when the Key Performance Indicator Threshold is breached. The Supplier will monitor performance against the performance remediation plan and will report progress against the plan to the Service Review Board(SRB) until such time that the SRB agree that sufficient steps have been but in place to prevent further performance failures.

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

[Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance)	=	$x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
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Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]
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Part B: Performance Monitoring**3. Performance Monitoring and Performance Review**

1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
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

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shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 3. details of any Critical Service Level Failures;
 4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 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
 6. such other details as the Buyer may reasonably require from time to time.
3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 2. be attended by the Supplier's Representative and the Buyer's Representative; and
 3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
 4. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
 5. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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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.

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

DEFINITIONS

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

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

PROJECT MANAGEMENT

The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

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

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

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8. Role of the Supplier Contract Manager

- a. The Supplier's Contract Manager's shall be:
 - the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - able to cancel any delegation and recommence the position himself; and
 - replaced only after the Buyer has received notification of the proposed change.
- b. The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- c. 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.

ROLE OF THE CONTRACT MANAGEMENT BOARD (CMB)

The CMB shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

The CMB members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the CMB meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

The purpose of the CMB meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer

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and communicated to the Supplier in advance of that meeting. The Terms of Reference for the CMB shall be agreed by both parties after contract award.

9. Contract Risk Management

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

Annex: Contract Boards and Meetings

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

The following are a suggestion of further possible meetings, to be agreed between the Buyer and Supplier:

- Supplier Review Board
- Contract Management Board
- Service Review Meeting
- Various low-level meetings where constituted

Boards

The Boards shall be established by the Buyer for the purposes of this Agreement on which both the Supplier and Buyer shall be represented. Supplier membership shall be determined after contract award.

In the event that either Party wishes to replace any of its appointed Board Members, they shall notify the other Party in writing of the proposed change for agreement. It is intended that each Buyer Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

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Each Party shall ensure that its Board Members shall make all reasonable effort to attend Board meetings and if any Board Member is not able to attend, that person shall try to ensure that:

- a delegate attends the Board meeting in his/her place who is properly briefed and prepared; and
- that he/she is debriefed by the delegate after the Board meeting.

A chairperson shall be appointed by the Buyer and shall be responsible for scheduling Board meetings, setting the agenda and circulating to all attendees in advance, chairing the meeting and ensuring that minutes are taken and circulated before each meeting. On occasions the Supplier maybe asked to take and circulate the Minutes of the Board meetings.

The Supplier Review Board meeting ensures that the contract is operating in a way that optimises value for money and determines the business strategy on policy matters between the Supplier and Buyer. This is a high-level strategic meeting that will look at the wider performance of the Supplier over the year to see if they are meeting all their expectancies and recommend improvement where necessary. These Board meetings will be held bi-annually.

The Supplier Review Board Meeting shall:

- a. govern the strategic relationship between DVSA and the Supplier
- b. ensure that this Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Buyer and the commercial benefit derived by the Supplier;
- c. receive and review reports from the Contract Management Board meeting and review DDaT reports on service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;
- d. determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services; and
- e. authorise the commissioning and initiation of, and assess opportunities for, Optional Services; and
- f. consider and resolve Disputes (including Disputes as to the cause of a failure in the performance of the Services) escalated to the Strategic Review Meeting; and
- g) recognise and promote participation in cross-Governmental initiatives.

The group will meet bi-annually at DVSA premises, unless otherwise agreed.

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The Contract Management Board will:

- a. review progress against the Implementation plan and possible future developments;
- b. receive reports from the Service Review meeting, escalating any performance or other issues and risks that may have been raised and need addressing;
- c. report to the Supplier Review Meeting on significant issues requiring decision and resolution and on progress against the high-level Implementation Plan;
- d. deal with the sourcing and prioritisation of resources
- e. consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary, escalate the Dispute to the Supplier Review Board Meeting; and
- f. develop operational/supplier relationship and propose the relationship development strategy and ensure the implementation of the strategy
- g. review the Performance Monitoring Reports and the Supplier's Balance Scorecard which provides MI on all the points above.
- h. Review risks and issues and add to them where necessary.

The meeting will be held monthly either via Teams or at DVSA offices, unless otherwise agreed.

The Service Review Meeting will:

- a. receive reports from the Business Owners on delivery ;
- b. monitor performance against KPIs and SLAs;
- c. manage and review delivery of the contract, including key performance indicators, which will reflect the key outputs that the suppliers will be expected to deliver to demonstrate that they are meeting key minimum service requirements within the service specification;
- d. this meeting has a strict escalation procedure. If a high priority item remains incomplete for 7 days, it is then escalated to the Contract Management Board and then maybe escalated to the SRO.

The meeting will be held either via Teams or at DVSA offices on a bi-weekly basis, unless otherwise agreed.

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Call-Off Schedule 16 (Benchmarking)

DEFINITIONS

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

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the 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;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

When you should use this Schedule

The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

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This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

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

Benchmarking**How benchmarking works**

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.

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

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.

The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

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.

Benchmarking Process

The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- a proposed cost and timetable for the Benchmark Review;
- 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
- a description of how the benchmarker will scope and identify the Comparison Group.

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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.

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.

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.

Once it has received the Approval of the draft plan, the benchmarker shall: finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

market intelligence;

the benchmarker's own data and experience;

relevant published information; and

pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

using the Equivalent Data, calculate the Upper Quartile;

determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

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. 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:

the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);

exchange rates;

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.

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Benchmarking Report

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;

The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;

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

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.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

When you should use this Schedule

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

Definitions

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

Relevant Convictions

The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

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Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- carry out a check with the records held by the Department for Education (DfE);
- conduct thorough questioning regarding any Relevant Convictions; and
- ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

Annex 1 – Relevant Convictions

The Supplier shall acknowledge that certain Buyer sites may require background checks or security clearance.

When Supplier staff are required to visit sites with restricted site access, the Buyer shall inform the Supplier at least 10 working days prior the visit the exact background checks or security clearance required for Supplier staff to visit the restricted sites. Moreover, the Buyer shall provide any other relevant information relating to special requirements required for site visits.

Call-Off Schedule 20 (Call-Off Specification)

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

Framework: RM6098

Lot: 2

1.2 The Supplier shall deliver the following services:

Requirement:

Courier service.

Shipment of peripherals to the end users.

Repair and secure disposal of equipment.

Employee Device Purchase Scheme.

A business continuity solution.

Project work on an ad-hoc basis as required.

Value-add (e.g. asset tagging of equipment) and support to the Buyer through the duration of the contract.

1.3 Definitions

Expression or Acronym	Definition
Next Generation	A common label applied to a major upgrade of a hardware or software product.
Microsoft Autopilot	Allows organisations to have devices automatically enrolled into a mobile device management (MDM) solution and then manage many different aspects of device use.
Apple Device Enrolment Programme (DEP)	Allows organisations to have devices automatically enrolled into a mobile device management (MDM) solution and then manage many different aspects of device use
Doorstep Exchange	Exchange items in a single transaction at the doorstep, enabling you to swap old, faulty, or upgraded items for a new product
Standard Collection	The collection of Laptops and Peripherals for repair/disposal from the IT Dispatch Centre.

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Ad-hoc Collection	A non-standard request for collection e.g collect 400 out-of-use printers across all Driving Test Centres.
Certificates of Data Sanitisation	Tamper-proof erasure certificates that document proper data sanitisation.
Cycled	The process by which technology is refreshed and updated to the latest specification.
OEM	Original Equipment Manufacturer
End User	

2. The Requirement**2.1 Provision of IT Hardware and Peripherals:**

2.1.1 The Supplier shall procure IT equipment for the Buyer. This will primarily include, but not be limited to the devices listed in the table below (including Next Generation updates to hardware).

2.1.2 The Supplier must be able to supply a large range of IT hardware and peripherals to the Buyer and provide advice and guidance on the options in the market for the Buyer to make future device specification decisions.

Item Type	Current Model(s)
iPhone	iPhone XR, 12, 13, 15
iPad	iPad 9th Gen, iPad Air 4
Microsoft Surface Laptop	Surface Laptop 4, Surface Pro 8
Lenovo	Lenovo T14 Gen 3
Macbook	14" & 16" Macbook Pro
HP Laptop <u>Laptop</u>	HP ZBook Studio
iPhone Case	JLC Halcyon Cases iPhone 13 & 15
iPad Case	Various
Monitor	24 FHD LED Acer Monitor, Philips B-Line 346B1C, 242B1, 328B1, 243B1JH, 3461CRH
Headset	Various

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Mobile Printers	HP200 Mobile Printer, Epson WF-110
Docking Stations	Startech dock, Surface Docking Station, Kensington USB 3.0 Docking Station
Keyboards	Various
Mice	Various
Chargers	Additional chargers for all devices, Lenovo Car Charger
Backpacks	Various
Cables	Various
Combination lock	Kensington Lock
External DVD Driver	ThinkPad UltraSlim USB DVD Burner
Privacy Screens	Various
iPad Battery Pack	22.5w Fast Charge USB and Type-C Power Bank – 10,000 mAh
Ear Pods	EarPods with Lightning or Usb-C Connector
Stylus	Targus AMM165EU stylus pen Black 10 g for Touchscreen
USB Hub	Various
MIFI	Various
Surface Hubs/ Teams Rooms	Surface Hub 2 - 55", 84" Poly Studio X70 & TC8
Server	Lenovo ThinkAgile 12C
Networking Equipment	Cisco Meraki
Racks and cabling	Various
Teams Phones	Poly CCX 400

2.1.3 The Supplier shall facilitate the purchase of these devices outright or shall provide an option for the Buyer to lease the equipment.

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2.1.4 Where requested by the Buyer, the Supplier shall ensure that specific hardware has an associated 3-year warranty. Please see Call-Off Schedule 5 (Pricing) – Hardware and Peripherals to see where warranty is applicable.

2.1.5 The Supplier shall support the Buyer in achieving the best value for money; providing transparent, objective and comprehensive price comparison information; both on-demand for specific purchases; and on a rolling basis

2.1.6 The Supplier shall support the Buyer in achieving the best lead times.

2.1.7 The Supplier must be an approved reseller/partner of the key OEMs.

2.1.8 At a minimum, the Supplier must be a:

- Apple Authorised Reseller (AAR)

- Microsoft Authorised Device Reseller (ADR)

- Lenovo Authorised Service Partner (ASP): Gold Partner

- Desirable: hold similar relationships with other large OEMs such as Dell, HP and Toshiba.

2.2 Bonded Stock

2.2.1 The Supplier shall maintain a stock of main end user devices, owned by the Buyer that are readily available, in bonded stock as a Business Continuity Disaster Recovery solution. Currently this equates to:

- 30 iPhones

- 30 iPads

- 25 Lenovo Laptops

2.2.2 This stock will be Cycled annually to ensure devices do not go end of life in bonded stock.

2.2.3 The Buyer requires the Supplier to hold large orders (~2.5k devices) in bonded stock where needed.

2.2.4 The Supplier shall hold most of the Buyer's peripherals in bonded stock (a number will be held in the IT Dispatch Centre).

2.2.5 The Supplier shall provide the Buyer with real-time 24/7 access to stock inventory.

2.2.6 The Supplier shall provide an automatic notification system when stock runs below a certain level.

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2.2.7 All items in bonded stock will be insured to their total value.

2.2.8 The Buyer will have several ways of calling items out of bonded stock:

1. **Standard Request.** The Buyer's IT Dispatch Centre Staff will have the ability to call items out of bonded stock to any address. The items must arrive within 2 working days of the request being submitted.
2. **Urgent Request.** The Buyer may require an item urgently, in this case the IT Dispatch Centre will have the ability to raise an urgent request which will be delivered the next working day if requests are submitted by 2pm GMT.

2.2.9 The Supplier shall ensure standard and urgent requests can be made via a ticketing system and status of orders tracked in real time. This shall be the same system as the stock inventory.

2.2.10 All items will be insured through shipment.

2.2.11 The Supplier shall be responsible for all items until they are signed for by the Buyer. Proof of delivery must be available for all items and provided to the Buyer upon request.

2.2.12 The Supplier must ensure that devices never leave bonded stock without being registered for Autopilot for Microsoft Windows devices and Device Enrolment Programme (DEP) for Apple devices.

2.2.13 The Supplier shall proactively keep the Buyer informed of risk and opportunities in the market. Including, but not limited to:

- New Product Roadmaps
- Obsolescence Planning & End of Life (EOL)
- Substitute and Equivalence advice
- Market Shortages
- Lead Times
- Market Trend Analysis

2.3 Courier Service for IT Dispatch Centre

2.3.1 The Supplier shall provide, or have access to, a courier service that covers the United Kingdom. This includes the ability to send out and collect parcels/packages from addresses across the United Kingdom.

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2.3.2 For items that the Buyer arranges to send out to users, including devices for new issue and swap, there should be a daily collection service (including late afternoon 3:30pm-4:30pm window) of outgoing parcels from the Buyer's Dispatch Centre in Bristol. This is essential to facilitate next day swap of faulty devices from the Dispatch Centre.

2.3.3 Next Day delivery shall be standard with options for set day deliveries.

2.3.4 Time slot specific delivery and collection slots shall be made available.

2.3.5 A "Doorstep Exchange" device swapping service is required, where the courier will collect the old device and hand the user the new device; and then return the old device back to the Buyer's Dispatch Centre. The Buyer shall be supplied with sufficient tote crates of various sizes to help facilitate this.

2.3.6 All deliveries and collections shall be insurable to the full value of the items being shipped.

2.3.7 While in transit, hardware devices provided as part of delivery of this contract must be sealed in a manner that will allow the End User to determine whether the package has been tampered with on receipt.

2.3.8 The Buyer shall be supplied with all necessary equipment to be able to print the shipping labels from self-serve bookings.

2.3.9 The Buyer shall be supplied with software/portal access that can accommodate multiple users access simultaneously.

2.3.10 The portal should allow the Buyer to request access for new users/revoke access for users that no longer require it and support multifactor authentication.

2.3.11 The Supplier shall provide a monthly report detailing all users with access to the portal and the last time the user logged on.

2.3.12 The Buyer shall be able to book for parcels to be picked up from one UK location and then be shipped to another without going through one of the Buyer's sites.

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2.3.13 The Supplier shall present options to the Buyer on how the courier system can be integrated into their ITSM tool ServiceNow.

2.3.14 The Supplier shall present options to the Buyer where a request has been made for the international delivery of parcels.

2.3.15 The Supplier shall provide a dedicated account management contact within the courier department/supplier to raise queries and escalate issues.

2.3.16 The Supplier shall submit invoices on a monthly basis for the courier service with a detailed breakdown of the consignments and their cost provided each month at no additional cost to the Buyer.

2.4 Peripherals supply for end users

2.4.1 The Supplier shall provide peripherals via a catalogue to the Buyer's IT Dispatch Team to fulfil End User requests.

2.4.2 Initially this catalogue will consist of items within the Buyer's bonded stock held by the Supplier. The Supplier will also work with the Buyer to identify additional goods that could be held by the Supplier.

2.4.3 The Buyer must have 24/7 access to real time reports detailing orders by End Users. A standard report detailing all orders must be provided weekly.

2.4.4 Restocking thresholds should be agreed with the Buyer with minimum and maximum levels of stock reviewed on a monthly basis and re-ordering taking place at a minimum of every two weeks.

2.4.5 The Supplier must ensure that adequate security measures are in place to enable that only the Buyer's IT Dispatch Team are authenticated to have access to the service and that each transaction is attributable to an identified member of staff. Any breach of these terms will be wholly the responsibility of the Supplier and the Buyer must be reimbursed for any losses.

2.4.6 The catalogue application must allow for the following:
End User details to be entered, including their address;
End User receipt of items 2 working days post order;

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Booking of delivery slots, including any change of timing, via text message or email.

2.4.7 The Supplier shall provide full support for this service via a ticketing system. This support will be via DVSA's IT Dispatch Team and not the End User.

2.4.8 The Buyer must have the ability to add at least 12 Admin users who can as a minimum:

- Access real time reports;
- Raise tickets for incidents;
- Raise change requests.

2.4.9 The Supplier shall present options to the Buyer for automation to be used for this process across the lifespan of the contract.

2.5 Repair and Secure Disposal

Repair

2.5.1 Where an item cannot be fixed by the Buyer's IT Dispatch Team and is not subject to warranty repairs, the Supplier shall collect the items and assess them for repair.

2.5.2 The Buyer shall specify where an item(s) need to be collected from and this must be actioned within five (5) working days of the request.

2.5.3 Some items will also need to be collected directly from End Users in the case of peripheral swap outs.

2.5.4 Items beyond economical repair will be disposed as per Secure Disposal section below.

2.5.5 Where an item can be repaired, a quote should be provided by the Supplier for consideration by the Buyer.

2.5.6 Items returning into bonded stock should go through adequate quality controls.

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2.5.7 The Supplier must work with the Buyer to define grading systems and thresholds for 'beyond economical repair'/returning items to stock.

Secure Disposal

2.5.8 The Supplier shall provide secure disposal for all IT Equipment as requested by the Buyer. This shall include, but not be limited to, the following:

Standard Collection and Ad-hoc Collection on site;

Certificates of Data Sanitisation must be provided (e.g. Blancco Certificates or an equivalent product that adheres to the same standards of data erasure) for any device that stores data. This does not include Apple products.

Hazardous Battery Storage – a fireproof box for storage of devices with dangerous/expanded batteries, until collection can be made from the Buyer's IT Dispatch Centre.

2.5.9 The Buyer must be able to make Ad-hoc Collection and disposal requests whereby the Supplier shall provide options for execution and quotes.

2.5.10 The Supplier shall work with the Buyer to identify the best disposal routes, e.g. Employee Device Purchase schemes/charitable donations/recycling etc.

2.5.11 The Supplier will maintain a register for the Buyer that will contain all the information the Buyer requires to report under the Government Greening Commitment – see the response template below:

TEMPLATE – FOR REFERENCE ONLY:

Waste Hierarchy	ICT Waste Categories	Quantity	Weight(kg)	Value Returned
REUSE	Quantity of items that have been reused instead of thrown away when they are broken, the weight and value if possible.			
	REUSE Total	0	0	0
RECYCLE	The quantity of items that have been recycled instead of thrown away			

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	when they are broken, the weight and value if possible, split into hazardous and non-hazardous recycling			
	Items broken not containing hazardous waste			
	Items broken and containing hazardous waste			
	RECYCLED Total	0	0	0
DISPOSAL	The quantity of items that have been thrown away, the weight and value if possible, split into reclaimed waste incinerated for energy and amount sent to landfill.			
	Reclaimed waste incinerated for energy			
	Final amount sent to landfill			
	Totals	0	0	0

2.5.12 This shall be a real time register with 24/7 access available to the Buyer. This shall be done via a ticketing system where progress can be tracked real time.

2.6 Employee Device Purchase (EDPS) Scheme

2.6.1 The Supplier shall facilitate a process to enable the Buyer's staff to purchase old end-of-life devices at market value.

2.6.2 The Supplier shall ensure that at a minimum, a percentage of profits from those sales shall be returned to the Buyer.

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2.6.3 The Supplier shall assess, grade, re-condition returned devices back to an OEM state (e.g. operating systems installed on MS Windows devices).

2.6.4 Device grading criteria should be agreed with the Buyer during on-boarding.

2.6.5 A web portal shall be created that is accessible to the Buyer's staff only, to purchase devices. Standard payment options should be provided; including the addition of PayPal.

2.6.6 Data Sanitisation shall be applied to all devices submitted to the EDP Scheme when returned to the Supplier for assessment.

2.6.7 The Supplier shall act as the Buyer's agent in the sales to ensure that devices are being sold at market value rates and that this can be demonstrated to HMRC on request.

2.7 Business Continuity and Disaster Recovery (BCDR) Solution

2.7.1 The Supplier shall provide the following BCDR services:

- An emergency contact line (email or phone) that will provide, at a minimum, same-day if before 2pm GMT/BST, or next-day if after 2pm GMT/BST, delivery of device(s) from BCDR bonded stock to anywhere in UK mainland.
- In the event of a longer-term loss of services from the Buyer's IT Dispatch Centre the Supplier may be required to support the Buyer in provisioning equipment. This may involve adding BIOS passwords to devices, re-imaging devices, Windows Autopilot Pre-provisioning (formally known as White Glove).
- In the event of a major incident, the Buyer shall be able to send IT Dispatch Centre staff to the Supplier's provision location to support in any provisioning work/knowledge transfer.

2.8 Associated Project Work

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2.8.1 The Supplier shall be required to provide support and services to projects requiring expertise and changes related to the Buyer's IT Hardware and End User Device estate. This may include, but not limited to the following:

- Next generation of end user devices
- Large Tech Refresh Programmes
- Support for software rollouts
- Expert Services relating to IT hardware or software
- End user training

2.8.2 The scope of this work shall be agreed between both parties in a bespoke Statement of Work (SoW) under Appendix 1 of the Call-Off Order Form.

2.8.3 The Supplier shall provide a response to the SoW within 10-working days of submission by the Buyer. Once a SoW has been signed by both parties a Project Kick Off meeting shall take place within 10-working days.

2.8.4 For a simple request e.g. expert services, the Supplier must work with the Buyer to minimise lead times where requests are time-sensitive.

2.8.5 These services shall be chargeable in accordance with the Supplier's Rate Card, as provided as part of Call-Off Schedule 5 (Pricing Details) - Section 5 Project Work and SFIA Rates.

2.8.6 This work shall be subject to the Buyer's internal processes and approvals on a Project-by-Project basis and the Buyer reserves the right to procure these services elsewhere with no prior consultation with the Supplier.

2.9 Management information/reporting

2.9.1 The Supplier shall provide comprehensive management information on a monthly basis. This information will be used to assess performance against the contract and to inform strategic decision-making. The information should be provided in a format that is easily accessible and user-friendly, i.e. an excel spreadsheet.

2.9.2 The management information should include, but not be limited to, the following:

Order Information: Details of all orders placed, including order number, date, description of items, quantities, and prices.

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Delivery Performance: Information on delivery performance, including the number of on-time deliveries, late deliveries, and reasons for any delays.

Service Levels: Reporting on service level agreements (SLAs), including performance against targets and any breaches of SLAs.

Customer Satisfaction: Results of any customer satisfaction surveys or feedback received.

Issue Resolution: Information on any issues or problems reported, including the nature of the issue, actions taken to resolve it, and the outcome.

Social Value KPIs and Sustainability metrics: Reporting on sustainability metrics, such as energy efficiency of the IT hardware and peripherals supplied, and any recycling or disposal actions taken.

2.9.3 The Supplier shall have robust systems in place to capture and report this information. They should also be open to requests for additional information or changes to the reporting requirements during the term of the contract.

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2.10 Social value

2.10.1 The Supplier shall deliver against the Social Value criteria listed below, as per Procurement Policy Note (PPN) 6/20 – “Taking Account of Social Value in the Award of Central Government Contracts”:

2.10.2 Theme 3: Fighting Climate Change

MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

Sub-Criteria for MAC 4.1: Additional environmental benefits - activities that demonstrate and describe the tenderer’s existing or planned:

Understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. Illustrative example: conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits in the performance of the contract.

Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.

Delivery of additional environmental benefits through the performance of the contract, including working towards net zero greenhouse gas emissions.
Illustrative examples:

Enhancing the natural environment such as habitat creation, increasing biodiversity such as increased numbers of pollinators.

Green space creation in and around buildings in towns and cities, e.g. green walls, utilising roof tops for plants and pollinators. Improving air quality.

2.11 Technical Standards

2.11.1 The Supplier shall have accreditations for the below industry standards:

ISO 9001 Quality Management Standard

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ISO 20001 Service Management Standard

ISO 22301 Business Continuity Management Standard

Signature Area

Organisation Name:
Department for Transport

Organisation Name:
SPECIALIST COMPUTER CENTRES PLC

