

**ORDER FORM**

**CALL-OFF REFERENCE: PROJECT\_294**

**THE BUYER: THE SECRETARY OF STATE FOR EDUCATION**

**BUYER ADDRESS** Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT

**THE SUPPLIER: COMPUTACENTER (UK) LIMITED**

**SUPPLIER ADDRESS:** Hatfield Ave, Hatfield, AL10 9TW

**REGISTRATION NUMBER:** 01584718

**DUNS NUMBER:** 22-602-3463

**SID4GOV ID:** Not applicable

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature. It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

**CALL-OFF LOT(S):**

- (1) Lot 4 Information Assured Products & Associated Services

**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:

- (A) This Order Form including the Call-Off Special Terms and Call-Off Special Schedules
- (B) Joint Schedule 1 (Definitions and Interpretation) and Schedule 2 (Variation)
- (C) The following Schedules in equal order of precedence:

- Joint Schedules for RM6068
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)

(D) CCS Core Terms (version 3.0.6)

(E) Joint Schedule 5 (Corporate Social Responsibility) RM6068

(F) The following Call Off Schedules shall not apply:

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Schedule 7 (Key Supplier Staff)

Call-Off Schedule 11 (Installation Works)

Call-Off Schedule 12 (Clustering)

Call-Off Schedule 17 (MOD Terms)

Call-Off Schedule 18 (Background Checks)

Call-Off Schedule 19 (Scottish Law)

Call-Off Schedule 21 (Northern Ireland Law)

Call-Off Schedule 22 (Lease Terms)

Call-Off Schedule 23 (Optional Provisions) Part [A/B]

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

### **CALL-OFF SPECIAL TERMS**

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

Special Term 1: Notwithstanding the provisions of Framework Schedule 7 (Call-Off Award Procedure), the parties acknowledge and agree that this Call-Off Contract has been validly entered into on the Call-Off Start Date and shall be a valid and binding Call-Off Contract under the Framework Contract with reference number RM6068.

Special Term 2: Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract.

Special Term 3: Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

Special Term 4: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', the Buyer shall not be entitled to terminate this Call-Off Contract without cause pursuant to Clause 10.3.2.

Special Term 5:

### **Modern Slavery, Child Labour and Inhumane Treatment**

1.1 The Supplier:

- 1.1.1 shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
- 1.1.2 shall not require any Supplier staff or Subcontractor staff to lodge deposits or identity papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;
- 1.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 1.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 1.1.5 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;
- 1.1.6 shall have and maintain throughout the Term of the Call-Off Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015

and shall include in its contracts with its subcontractors anti-slavery and human trafficking provisions;

- 1.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Call-Off Contract;
- 1.1.8 shall prepare and deliver to the Buyer within fourteen (14) days of the Start Date and updated on a frequency defined by the Department, a 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;
- 1.1.9 shall not use, or 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;
- 1.1.10 shall not use, or allow its Subcontractors to use, child or slave labour;
- 1.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline<sup>1</sup>.

CALL-OFF START DATE: 19 April 2020

CALL-OFF EXPIRY DATE: 18 April 2021

CALL-OFF INITIAL PERIOD: 1 year

CALL-OFF OPTIONAL EXTENSION PERIOD: None

### **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 6 (ICT Services) and Call-Off Schedule 20 (Call-Off Specification)

### **LOCATION FOR DELIVERY**

The Buyer will ensure that the Responsible Bodies will provide a list of the locations for delivery to the Supplier.

The Buyer will ensure that full delivery information as required by the Supplier is provided from the Responsible Bodies in advance of any Services being performed including: Contact address, contact name, and any relevant delivery restrictions.

Title to Goods is transferred to the Buyer on payment of the invoice relating to such Goods (save in respect of software where title to the same shall remain at all times with the relevant licensor).

### **DATES FOR DELIVERY OF THE DELIVERABLES**

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

---

<sup>1</sup> The "Modern Slavery Helpline" refers to the point of contact 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.

**TESTING OF DELIVERABLES**

The Devices are provided with stated manufacturer warranty only.

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 the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

**MAXIMUM LIABILITY**

Each Party's total aggregate liability for each Purchase Order under this Call-Off Contract (whether in tort, contract or otherwise) is 125% of the Purchase Order.

**CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details). The Charges will not be impacted by any change to the Framework Prices.

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

The Supplier shall submit invoices directly to the billing address as per the Buyer's order. The Supplier shall invoice the Buyer for Goods and for Services in accordance with Call-Off Schedule 5 (Pricing Details). Payment to be made by BACS payment.

**BUYER'S INVOICE ADDRESS:**

Department for Education

Sanctuary Buildings

20 Great Smith Street

London

SW1P 3BT

**BUYER'S AUTHORISED REPRESENTATIVE**

**REDACTED**

**REDACTED**

**REDACTED**

**BUYER'S ENVIRONMENTAL POLICY**

Not applicable

**BUYER'S SECURITY POLICY**

See Call-Off Schedule 9 (Security).

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

REDACTED

REDACTED

REDACTED

**SUPPLIER'S CONTRACT MANAGER**

REDACTED

REDACTED

REDACTED

REDACTED

**PROGRESS REPORT FREQUENCY**

See Call-Off Schedule 1 (Transparency Reports)

**PROGRESS MEETING FREQUENCY**

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

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S) REDACTED**

|          |          |          |          |          |
|----------|----------|----------|----------|----------|
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

**For and on behalf of the Supplier:**

**For and on behalf of the Buyer:**

Signature:

Signature:

Name: **REDACTED**

Name: **REDACTED**

Role: **REDACTED**

Role: **REDACTED**

Date:

Date:

Joint Schedule 4

Commercially Sensitive Information

**1. WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?**

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 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 |
|-----|-----------------------------|--|-----------------------------|
|     | 19 <sup>th</sup> April 2020 | Call Off Order Form<br><br>Call Off Contract –<br><br>Joint Schedule 3 – Insurance Requirements<br><br>Joint Schedule 12 – Supply Chain Visibility<br><br>Call Off Schedule 5 – Pricing Details<br><br>Call Off Schedule 6 – ICT Services<br><br>Call Off Schedule 8 – BCDR<br><br>Call Off Schedule 13 – Implementation Plan and Testing<br><br>Call Off Schedule 14 – Service Levels<br><br>Call Off Schedule 20 - Specification | Term + 2 years              |



## Joint Schedule 11

### Processing Data

#### **Status of the Controller**

1. 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. A Party may act as:
  - (a) “Controller” in respect of the other Party who is “Processor”;
  - (b) “Processor” in respect of the other Party who is “Controller”;
  - (c) “Joint Controller” with the other Party;
  - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,  
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

#### **Where one Party is Controller and the other Party its Processor**

2. 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.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and

- (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.

7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than 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).

15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 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**

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

#### **Independent Controllers of Personal Data**

17. 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.
18. 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.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 17 of this Joint Schedule 11, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
  - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
  - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 26. 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).
- 27. 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).
- 28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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

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

### A) Personal Data Processing Template

| Description   | Details  |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• The collection of data to allow the ordering and delivery of devices</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• The data used to support the procurement process</li> <li>• Data used to support the execution of the contract</li> <li>• Data used to capture an audit trail of activity</li> <li>• Data used to resolve any delivery or ordering dispute issues</li> <li>• Relevant data of responsible bodies used to support the ordering and delivery processes</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties</li> </ul> |

|  |   |
|--|---|
|  | under the Contract) for which the Relevant Authority is the Controller,   |
| Duration of the Processing   | 36 months from contract signature   |
| Nature and purposes of the Processing  | <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose includes the ordering, setup, delivery, management of warranty claims or device failures.</p> |
| Type of Personal Data  | Name, address, telephone number, e-mail, mobile telephone number and availability information.  |
| Categories of Data Subject   | Responsible bodies and their staff (including volunteers, agents, and temporary workers), and suppliers. Relevant Authority staff (including volunteers, agents, and temporary workers), and suppliers.   |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | Data would need to be held for 7 (seven) years for statutory financial purposes   |

**B) Framework Contract Personal Data Processing**

| Description   | Details   |
|---|---|
| Identity of Controller for each Category of Personal Data | <p><b>CCS is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 and for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below</p>  |
| Duration of the Processing                                | Up to 7 years after the expiry or termination of the Framework Contract   |
| Nature and purposes of the Processing                     | <p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including</p> <ul style="list-style-type: none"> <li>i. Ensuring effective communication between the Supplier and CSS</li> <li>ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Core Terms Clause 15 ( Record Keeping and Reporting)</li> </ul>  |
| Type of Personal Data                                     | <p>Includes:</p> <ul style="list-style-type: none"> <li>i. Contact details of, and communications with, CSS staff concerned with management of the Framework Contract</li> <li>ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract,</li> <li>iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract</li> </ul> <p>Contact details, and communications with Supplier staff concerned with management of the Framework Contract</p> |
| Categories of Data Subject                                | <p>Includes:</p> <ul style="list-style-type: none"> <li>i. CSS staff concerned with management of the Framework Contract</li> <li>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract</li> <li>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract</li> </ul> <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</p>   |



Plan for return and destruction of the data once the Processing is complete

UNLESS requirement under Union or Member State law to preserve that type of data

All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

## Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities
  - 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Law in respect of their Processing of such Personal Data as Data Controllers.
  - 1.2 The Parties agree that the [Supplier/Relevant Authority]:
    - (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
    - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
    - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
    - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
    - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
  - 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.
2. Undertakings of both Parties
  - 2.1 The Supplier and the Relevant Authority each undertake that they shall:
    - (a) report to the other Party every six (6) months on:
      - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
      - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
      - (iii) 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;
      - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

- (v) 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;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in paragraphs 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in paragraphs 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services 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, to be notified to the other Party. For the avoidance of doubt any 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;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) 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;
- (g) 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:
  - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
  - (ii) 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 that Party would not be permitted to do so;
  - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation ;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (i) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) 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 the Supplier holds; and

- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations
- 3. Data Protection Breach
- 3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:
  - (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
  - (b) all reasonable assistance, including:
    - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
    - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
    - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
    - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has been lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach with information relating to the Personal Data Breach, in particular:
  - (a) the nature of the Personal Data Breach;
  - (b) the nature of Personal Data affected;
  - (c) the categories and number of Data Subjects concerned;
  - (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
  - (e) measures taken or proposed to be taken to address the Personal Data Breach; and
  - (f) describe the likely consequences of the Personal Data Breach.

#### 4. Audit

##### 4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation ; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

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

#### 5. Impact Assessments

##### 5.1 The Parties shall:

- (a) provide all reasonable assistance to the 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
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

#### 6. 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.

#### 7. Liabilities for Data Protection Breach

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

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

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

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

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

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

8. Termination

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

9. Sub-Processing

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

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

10. 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 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.

## Call-Off Schedule 1

### Transparency Reports

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.
2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within ten (10) days 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.
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.
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

It is key to the Buyer that regular reporting as set out below is adhered to. The principles that the Buyer and the Supplier have agreed in relation to the key data required to demonstrate the performance of the Supplier is based on the following principles:

1. **REDACTED** The Supplier must ensure that the reporting is clearly split to show the following two separate groups:
  - i. Responsible Bodies (including Local Authorities acting in their role as a responsible body for a school)
  - ii. Local Authorities social care team

| Title  | Content  | Format                | Frequency | Buyer Contact   |
|--|--|-----------------------|-----------|-----------------|
| Performance - Summary report by Responsible Body on its position in the process. | To include as a minimum Survey completed, forecast captured, cap approved, open for ordering, vendor type, orders placed, orders fulfilled | Excel electronic file | Daily     | <b>REDACTED</b> |
| Performance - Responsible Body level of forecasted quantities                    | Split by RB and device type  | Excel electronic file | Daily     | <b>REDACTED</b> |
| Performance – Responsible Body cap data  | List of Responsible Bodies with numbers of devices and cap reached   | Excel electronic file | Daily     | <b>REDACTED</b> |
| Performance - Daily “outstanding orders” report                                  | List of live approved orders by Responsible Body showing order status of deliveries  | Excel electronic file | Daily     | <b>REDACTED</b> |
| Performance – Orders completed   | List of completed orders by Responsible Body including device breakdown and quantity   | Excel electronic file | Daily     | <b>REDACTED</b> |

|  |   |                 |                 |                 |
|--|---|-----------------|-----------------|-----------------|
| <b>REDACTED</b>  | <b>REDACTED</b>   | <b>REDACTED</b> | <b>REDACTED</b> | <b>REDACTED</b> |
| Performance management -<br>Overall delivery performance | To include a comparison between the agreed delivery schedule and actual deliveries<br><br><b>REDACTED</b> | Electronic file | Weekly          | <b>REDACTED</b> |

Call-Off Schedule 5

Pricing Details

1. Charges

1.1 The price for the hardware and associated services, detailed in the attachment 'DfE Hardware Pricing Table 190420 v2.xls' as set out on Annex A below, is:

| <b>Charge Component</b>   | <b>REDACTED</b> |
|---|-----------------|
| Hardware, Peripherals (including sleeves), License & Delivery                       | <b>REDACTED</b> |
| Configuration * (not included in delivery timescales) (Fixed Cost for 220000 units) | <b>REDACTED</b> |
| Services (Fixed Cost)   | <b>REDACTED</b> |
| <b>Total Charge</b>   | <b>REDACTED</b> |

2. **INVOICING**

2.1 **REDACTED**

2.2 **REDACTED**

2.3 Invoices are payable on 30 days terms from receipt of the invoice.

3. **ASSUMPTIONS**

3.1 The Buyer acknowledges that the total Charges, approach and timescale are based on the following Assumptions and Parameters:

|                 |                 |
|-----------------|-----------------|
| <b>REDACTED</b> | <b>REDACTED</b> |
| <b>REDACTED</b> | <b>REDACTED</b> |
| <b>REDACTED</b> | <b>REDACTED</b> |
| <b>REDACTED</b> | <b>REDACTED</b> |
| <b>REDACTED</b> | <b>REDACTED</b> |
| <b>REDACTED</b> | <b>REDACTED</b> |
| <b>REDACTED</b> | <b>REDACTED</b> |
| <b>REDACTED</b> | <b>REDACTED</b> |

|                 |                 |
|-----------------|-----------------|
| <b>REDACTED</b> | <b>REDACTED</b> |
| <b>REDACTED</b> | <b>REDACTED</b> |

3.2 In the event that any one or more of the Assumptions set out in paragraph 3.1 proves to be incorrect or where they change then the parties shall work together (acting reasonably and in good faith) to reduce the impact of this within the agreed timescales and estimated Charges and failing that then either:

3.2.1 The parties shall agree a Contract Change Notice to deal with the impact; or

3.2.2 The matter shall be referred to the Dispute Resolution Procedure.

#### 4. **ADDITIONAL INFORMATION**

| DESCRIPTION   | INCLUDED IN CHARGES? |
|---|----------------------|
| Travel and expenses   | N/A                  |
| VAT   | Excluded             |
| Any duties or levies other than value added tax   | Excluded             |
| <b>REDACTED</b>   | <b>REDACTED</b>      |
| Google and Microsoft Educational Operating System Licences to use any Deliverables supplied by Supplier | Included             |
| Connectivity solutions  | Excluded             |

Annex A - **REDACTED**

Annex B - **REDACTED**

Annex C – Buy and Store Agreement

**REDACTED**

Call-Off Schedule 6

ICT Services

1. Definitions

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

|                                |   |
|--------------------------------|---|
| <b>"Buyer Property"</b>        | 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;   |
| <b>"Buyer Software"</b>        | 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;  |
| <b>"Buyer System"</b>          | 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;  |
| <b>"Defect"</b>                | any of the following:<br><ul style="list-style-type: none"><li>a) any error, damage or defect in the manufacturing of a Deliverable; or</li><li>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li><li>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</li><li>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</li></ul> |
| <b>"Emergency Maintenance"</b> | 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;   |
| <b>"ICT Environment"</b>       | the Buyer System and the Supplier System;   |

|  |  |
|--|--|
| <b>"Licensed Software"</b>             | 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;  |
| <b>"Maintenance Schedule"</b>          | has the meaning given to it in paragraph 8 of this Schedule;   |
| <b>"Malicious Software"</b>            | 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;   |
| <b>"New Release"</b>                   | 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;   |
| <b>"Open Source Software"</b>          | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;  |
| <b>"Operating Environment"</b>         | 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"> <li>a) the Deliverables are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</li> <li>c) where any part of the Supplier System is situated;</li> </ul> |
| <b>"Permitted Maintenance"</b>         | has the meaning given to it in paragraph 8.2 of this Schedule;   |
| <b>"Quality Plans"</b>                 | has the meaning given to it in paragraph 6.1 of this Schedule;   |
| <b>"Sites"</b>                         | 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;  |
| <b>"Software"</b>                      | Specially Written Software, COTS Software and non-COTS Supplier and third party Software;  |
| <b>"Software Supporting Materials"</b> | has the meaning given to it in paragraph 9.1 of this Schedule;   |



|                                     |   |
|-------------------------------------|---|
| <b>"Source Code"</b>                | 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;   |
| <b>"Specially Written Software"</b> | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| <b>"Supplier System"</b>            | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);   |

**2. WHEN THIS SCHEDULE SHOULD BE USED**

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

**3. BUYER DUE DILIGENCE REQUIREMENTS**

3.1 This paragraph 3 applies where the Buyer has conducted a Further Competition. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2 operating processes and procedures and the working methods of the Buyer;
- 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

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

- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Deliverables;
- 3.2.2 the actions needed to remedy each such unsuitable aspect; and
- 3.2.3 a timetable for and the costs of those actions.

#### **4. SOFTWARE WARRANTY**

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any 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;
  - 4.1.2 all components of the Specially Written Software shall:
    - (a) be free from material design and programming errors;
    - (b) perform in all material respects in accordance with the relevant specifications and Documentation; and
    - (c) not infringe any IPR.

#### **5. PROVISION OF ICT SERVICES**

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

#### **6. STANDARDS AND QUALITY REQUIREMENTS**

- 6.1 The Supplier shall, where specified by the Buyer as part of their Further Competition, and in accordance with agreed timescales, develop quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

- 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
- 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## 7. ICT AUDIT

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

## 8. MAINTENANCE OF THE ICT ENVIRONMENT

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

## 9. INTELLECTUAL PROPERTY RIGHTS IN ICT

- 9.1 Assignments granted by the Supplier: Specially Written Software
  - 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
    - (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and
    - (b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

- 9.1.2 The Supplier shall:
- (a) inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
  - (b) deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
  - (c) without prejudice to paragraph Schedule 1Part 19.1.2(b), provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

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

9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:

- (a) of its own Existing IPR that is not COTS Software;
- (b) third party software that is not COTS Software

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

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

- (a) 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

- (b) only use such third party IPR as referred to at paragraph 9.2.3(a) if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4 Where the Supplier is unable to provide a 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.
- 9.2.5 The Supplier may terminate a licence granted under paragraph Schedule 1Part 19.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
- 9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer
  - 9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
  - 9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
  - 9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
  - 9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
    - (a) will no longer be maintained or supported by the developer; or
    - (b) will no longer be made commercially available
- 9.4 Buyer's right to assign/novate licences
  - 9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph Schedule 1Part 19.2 (to:
    - (a) a Central Government Body; or
    - (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
  - 9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph Schedule 1Part 19.2.
- 9.5 Licence granted by the Buyer
  - 9.5.1 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to 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).

## 9.6 Open Source Publication

9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph Schedule 1Part 19.6.3) 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:

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

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

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

- (a) 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;
- (b) 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;
- (c) do not contain any material which would bring the Buyer into disrepute;
- (d) can be published as Open Source without breaching the rights of any third party;
- (e) 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
- (f) do not contain any Malicious Software.

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

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

## 9.7 Malicious Software

- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph Schedule 1Part 19.7.2 shall be borne by the Parties as follows:
  - (a) 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
  - (b) by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

**10. SUPPLIER-FURNISHED TERMS**

10.1 Software Licence Terms

- 10.1.1 Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call-Off Schedule 6.
- 10.1.2 Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call-Off Schedule 6.

10.2 Software Support & Maintenance Terms

- 10.2.1 Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call-Off Schedule 6.

10.3 Software as a Service Terms

- 10.3.1 Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call-Off Schedule 6.

10.4 Device as a Service Terms

- 10.4.1 Additional terms for provision of a Device as a Service solution are detailed in Annex E to this Call-Off Schedule 6;
- 10.4.2 Where Annex E is used the following Clauses of the Core Terms shall not apply to the provision of the Device as a Service solution:

Clause 8.7

Clause 10.2

Clause 10.3.2]

## **11. CUSTOMER PREMISES**

### **11.1 Licence to occupy Customer Premises**

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

### **11.2 Security of Buyer Premises**

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

## **12. BUYER PROPERTY**

- 12.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.
- 12.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.



- 12.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all 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.
- 12.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by 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.

### **13. SUPPLIER EQUIPMENT**

- 13.1 Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
- 13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and

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

**ANNEX A**

**Non-COTS Third Party Software Licensing Terms**

**REDACTED**

**ANNEX B**  
**COTS Licensing Terms**

**REDACTED**

**ANNEX C**

**Software Support & Maintenance Terms**

**REDACTED**

**ANNEX D**

**Software as a Service Terms**

**N/A**

**Annex E**

**Device as a Service Terms**

**N/A**

## Call-Off Schedule 8

### Business Continuity and Disaster Recovery

1. The Supplier's business continuity and disaster recovery plan is appended at Annex 1 hereto.
2. The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier if required at no additional cost to the Buyer.
3. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

Annex 1

Supplier's Business Continuity and Disaster Recovery Plan

**REDACTED**



## Call-Off Schedule 9

### Security

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

“ISMS” means the information security management system and process developed by the Supplier in accordance with paragraph 2 (ISMS) as updated from time to time; and

“Security Management Plan” means the Supplier’s security management plan prepared pursuant to paragraph 2.

1. The Supplier will ensure that any Supplier system which holds any protectively marked Government Data will comply with:
  - the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
  - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
  - the National Cyber Security Centre’s (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
  - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
  - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
2. If requested to do so by the Buyer, the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer’s Approval of) a Security Management Plan and an Information Security Management System. After Buyer Approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will protect all aspects and processes associated with the delivery of the Services.
3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer’s Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.
4. Any system development by the Supplier should also comply with the government’s ‘10 Steps to Cyber Security’ guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

### **Security of Supplier Staff**

5. Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

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

## Call-Off Schedule 10

### Exit Management

1. Within 20 (twenty) Working Days of the Start Date the Supplier must provide the Buyer with an exit plan which ensures continuity of service and which the Supplier will follow.
2. The Supplier must ensure that the exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the contract ends before the scheduled expiry.
3. The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:
  - 3.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - 3.2 the strategy for export and migration of Buyer data from the Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer
  - 3.3 the transfer of project- specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
  - 3.4 the testing and assurance strategy for exported Buyer data
  - 3.5 if relevant, TUPE-related activity to comply with the TUPE regulations
  - 3.6 any other activities and information which are reasonably required to ensure continuity of Service during the exit period and an orderly transition
4. When requested, the Supplier will help the Buyer to migrate the Services to a Replacement Supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract ended before the Expiry Date due to Supplier cause. Otherwise any additional costs incurred by the Supplier in providing such assistance shall be subject to the Variation Procedure.

Implementation Plan and Testing

**Implementation Plan**

**1. AGREEING THE IMPLEMENTATION PLAN**

- The Supplier will provide a fully developed draft of its Implementation Plan for Approval within ten (10) days of the Call-Off Contract Start Date.
- The draft must contain enough detail for effective management of Contract implementation.
- The Buyer shall not unreasonably withhold Approval of the updated draft provided that the Supplier shall incorporate the Buyer's reasonable requirements in it.

**2. FOLLOWING THE IMPLEMENTATION PLAN**

- The Supplier shall perform its obligations in respect of Delivery and, where relevant, Testing of the Deliverables in accordance with the Approved Implementation Plan.
- The Implementation Plan shall be regularly reviewed and updated, if agreed by both Parties, during Contract Management meetings.

**3. DELAYS**

- If the Supplier becomes aware that there is, or is likely to be, a Delay it shall;
  - Notify the Buyer in writing within two (2) Working Days of becoming aware, explaining the likely impact of the Delay
  - Use all reasonable endeavours to mitigate the effects of the Delay, including complying with the Buyer's reasonable instructions

Call-Off Schedule 14

Service Levels

**REDACTED**

## Call-Off Schedule 15

### Call-Off Contract Management

#### 1. DEFINITIONS

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

**Operational Board** the board established in accordance with paragraph 4 of this Schedule;

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

#### 2. PROJECT MANAGEMENT

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

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

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

#### 3. ROLE OF THE SUPPLIER CONTRACT MANAGER

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager'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.

3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

#### 4. ROLE OF THE OPERATIONAL BOARD

4.1 The Supplier and the Buyer shall be represented on the Operational Board to be established by the Buyer for the purposes of this Contract.

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

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

## **5. CONTRACT RISK MANAGEMENT**

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

## **Annex**

### **Contract Boards**

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

Operational Board – Frequency of meetings to be agreed within ten (10) Working Days of the Start Date



## Call-Off Schedule 20

### Specification

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

#### **Buyer Requirements**

The Buyer wishes for disadvantaged children across England to receive laptops and tablets as part of an initiative to make remote education accessible for pupils staying at home during the coronavirus outbreak.

Devices will be ordered for children in the most vital stages of their education, those who receive support from a social worker and care leavers.

The Buyer also wish disadvantaged secondary school pupils and care leavers to have access to the internet – where those families do not already have mobile or broadband internet in the household.

#### **High Level Approach - REDACTED**

#### **DfE Hardware Device Catalogue**

1. The Supplier will supply and configure devices for pupils identified by Responsible Bodies identified as meeting DfE eligibility criteria to enable to them to access remote learning. DfE estimate there is a requirement for more than 200,000 devices across all Responsible Bodies.
2. All devices shall be delivered direct to the responsible bodies and will need to be configured to be usable 'out of the box' – they shall include all software necessary for pupils to operate them at home safely and securely for educational purposes and all laptops shall be delivered with a single image.
3. **REDACTED**

#### **Laptop Device (Teaching Staff)**

The Supplier shall provide and deliver a portable device, which is robust in design and suitable for an educational environment. The device shall be:

- Usable for continuous periods of time (minimum morning or afternoon session) without re-charging
- Able to support dual monitor display, i.e. simultaneous display to internal monitor and external monitor/AV.
- High definition resolution at a minimum
- Capable of simultaneous moderate-intensity tasks and running the standard/curricular software provided
- Capable of capturing visual and audio content using inbuilt facilities
- Provided with an appropriate carrying case
- Setup with a single image that can be used securely and safely 'out of the box'

The device shall conform to the following minimum specifications:

- 14" screen minimum
- i5 CPU minimum or equivalent
- 4Gb ram minimum
- 128Gb SSD HDD minimum
- Wifi to 802.11ac
- Stereo speakers
- 1 x USB 3.0 Type A socket and 1 x USB 3.0 Type C socket
- Keyboard

- HDMI connection
- HD Webcam
- Headphone/microphone socket
- Minimum 1 year warranty return to base, 48 hour turnaround
- External mouse
- Sleeve case
- Operating system license included. License required for standalone use and subsequent connection of the device to a school network/domain.

### **Laptop device (pupil)**

The Supplier shall provide and deliver a portable device, which is robust in design and suitable for an educational environment. The device must be:

- Usable for continuous periods of time (minimum morning or afternoon session) without re-charging
- High definition resolution at a minimum
- Capable of simultaneous moderate-intensity tasks and running the standard/curricular software provided
- Age appropriate (moved with little effort, appropriate screen and keyboard size, minimal heat output, etc.)
- Capable of capturing visual and audio content using inbuilt facilities
- Setup with a single image that can be used securely and safely 'out of the box'

The device shall conform to the following minimum specifications:

- 14" screen
- 4Gb RAM
- 64Gb SSD HDD
- Webcam
- Headphone/microphone socket
- Wifi to 802.11ac
- Speaker
- 2 x USB 3.0 Type A socket (1 x USB 3.0 Type C would be desirable instead of a Type A socket)
- Keyboard
- Minimum 1 year warranty return to base, 48 hour turnaround
- Sleeve case
- Operating system license included. License required for standalone use and subsequent connection of the device to a school network/domain.

### **Mobile device (cloud-enabled computing device)**

The Supplier shall provide and deliver a mobile device with local processing power for accessing cloud based applications and resources.

- It must be capable of being used for a continuous period of time (minimum morning or afternoon School session, ideally all day) without the need to re-charge the battery.
- The device must be robust in design and suitable for an educational environment.

The device shall conform to the following minimum Specifications:

- 11" screen minimum
- 4gb ram
- 16gb SSD HDD minimum
- Wifi to 802.11ac
- Speaker
- 1 x USB 3.0 Type A socket and 1 x USB 3.0 Type C socket
- Keyboard

- HD Webcam
- Headphone/microphone socket
- Minimum 1 year warranty return to base, 48 hour turnaround
- Sleeve case
- Device management license for remote cloud administration shall be included

For each of these devices, the optional cost is required to upgrade the warranty to being on-site, next business day.

4. **REDACTED**

5. **REDACTED**

**Annex A - REDACTED**