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# Order Form and Call-Off Schedules from Crown Commercial Services Framework RM6141

## Order Form

CALL-OFF REFERENCE: **TIS0628**

THE BUYER: **Insolvency Service**

BUYER ADDRESS

**Redacted**

THE SUPPLIER: DA Languages Limited

SUPPLIER ADDRESS: DA Languages Ltd, **Statham House, Talbot Road, Stretford, Manchester, M32 0FP**

REGISTRATION NUMBER: **Redacted**

DUNS NUMBER: **Redacted**

SID4GOV ID: **Redacted**



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Appendix C – Statement of Requirements  
Language Services  
TIS0628

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26<sup>th</sup> June 2023.

It's issued under the Framework Contract with the reference number RM6141 for the provision of Language Services.

CALL-OFF LOT(S):

**Lot 1 National Managed Service**

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Appendix C– Statement of Requirements  
Connie Hunt

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## CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6141
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6141
    - Joint Schedule 1 (Definitions)
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6141
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6141
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

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### CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE: **11/09/2023**

CALL-OFF EXPIRY DATE: **30/09/2025**

CALL-OFF INITIAL PERIOD: **Two years** (with option to extend for 1 year)

### CALL-OFF DELIVERABLES

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

### MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **no more than £12,000.00**.

### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) Total Call Off Value **£36,000.00**

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

Monthly invoice paid in arrears via BACS

### BUYER'S INVOICE ADDRESS:

**Redacted**

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BUYER'S AUTHORISED REPRESENTATIVE

**Redacted**

BUYER'S ENVIRONMENTAL POLICY

[Environmental and sustainability policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/environmental-and-sustainability-policy)

BUYER'S SECURITY POLICY

[Government security - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/government-security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

**Redacted**

SUPPLIER'S CONTRACT MANAGER

**Redacted**

PROGRESS REPORT FREQUENCY

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On the 10<sup>th</sup> Working Day of each calendar month

PROGRESS MEETING FREQUENCY  
**Annually**

KEY STAFF

**Redacted**

KEY SUBCONTRACTOR(S)  
Not applicable

COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Exempted Information (cross reference to tender)	Reasons for Exemption	Exemption to be applied	Time period for exemption
1	07.06.23	Quality questions (technical envelope)	DA Languages' response to the Qualitative requirements of the procurement and contract (method statement responses and related methodology and supporting documents) contained in our responses to the Quality Questions must	This information has been provided in good faith as part of a confidential tender process, where our people, process and policy	Twenty (20) years after the expiry of the contract

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			<p>not be disclosed on the basis of their commercial sensitivity under Section 43.1 FOIA/Section 33 FOISA - 'Information which is a trade secret'.</p>	<p>represents intellectual property and trade secrets which are unknown to our competitors. Disclosure of this information (and also the way that the statements have been written, constructed and presented) would disclose our proprietary methodologies, the distinct advantages of our services, and our unique approach to service delivery and customer and contract management. Disclosure would cause irreparable harm to our financial and commercial interests weaken our position in the language service industry and</p>	
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				<p>undermine our future procurement efforts against competitors. Please note that this also applies to any information annexed or referenced as part of our submission. This information also includes personal information and information relating to third parties, which is prevented from disclosure under the General Data Protection Regulation (EU) 2016/679, and the Data Protection Act 2018. None of this information could be considered in the public interest.</p>	
2	07.06.23	Pricing Schedule	DA Languages' response to the commercial	This information has been provided	Indefinite

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			<p>requirements of the procurement and contract (pricing and other financial information) must remain confidential due to commercial sensitivity under Section 43. 2 FOIA/Section 33 FOISA - 'Information which would prejudice commercial interests'.</p>	<p>as part of a tender process conducted confidentially, where these rates and our approach to pricing and supply chain costs are unknown to our competitors. Disclosure of this information would significantly weaken our competitive advantage, irreparably harm our financial and commercial interests, and compromise the pursuit of value for money in future procurements.</p>	
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**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

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**SOCIAL VALUE COMMITMENT**

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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted	Signature:	Redacted
Name:	Redacted	Name:	Redacted
Role:	Managing Director	Role:	D2 - Head of Corporate Services and O
Date:	23/08/2023	Date:	23/8/2023

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## Joint Schedule 1 (Definitions)

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



annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

- 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;

<b>"Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</li> </ul>
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	k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
<b>"Auditor"</b>	a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;

<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Call-Off Contract"</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>"Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

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<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>"Central Government Body"</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

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<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract from the earlier of the: <ul style="list-style-type: none"> <li>e) applicable Start Date; or</li> <li>f) the Effective Date <ul style="list-style-type: none"> <li>i) until the applicable End Date;</li> </ul> </li> </ul>
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

	<p>g) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Staff;</li> <li>ii) employer's National Insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) work place accommodation;</li> <li>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>h) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>i) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>j) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>k) Overhead;</li> <li>l) financing or similar costs;</li> </ul>
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	<p>m) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>n) taxation;</p> <p>o) fines and penalties;</p> <p>p) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>q) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
<b>"Data Protection Liability Cap"</b>	the amount specified in the Framework Award Form.
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

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<b>"Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
<b>"Default"</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>"Default Management Charge"</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>"Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

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<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>r) descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>s) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>t) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>u) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	v) the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	w) the Data Protection Act 2018;
<b>"Due Diligence Information"</b>	x) any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;

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<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	<p>y) the earlier of:</p> <p>z) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>aa) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>"Estimated Yearly Charges"</b>	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Expiry Date"</b>	bb) the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>cc) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>dd) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>ee) acts of a Crown Body, local government or regulatory bodies;</p> <p>ff) fire, flood or any disaster; or</p> <p>gg) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</p>



<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
<b>"Framework Expiry Date"</b>	the date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>"Framework Initial Period"</b>	the initial term of the Framework Contract as specified in the Framework Award Form;
<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);



<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	<p>hh) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>ii) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	<p>jj) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>



<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>"Guarantor"</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> <li>kk) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>ll) details of the cost of implementing the proposed Variation;</li> <li>mm) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>nn) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>oo) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;

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<b>"Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<p>pp) in respect of a person:</p> <p>qq) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>rr) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>ss) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>tt) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>uu) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p>



	<p>vv) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>ww) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>xx) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>yy) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	<p>zz) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>aaa) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>bbb) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee

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	which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, d) and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;

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<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Man Day"</b>	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Management Information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>"Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>



<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non-Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax</p>



	<p>Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<p><b>"Open Book Data"</b></p>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ol style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ol> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p>

	<p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;

<b>“Personnel”</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>“Prescribed Person”</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>“Processing”</b>	has the meaning given to it in the GDPR;
<b>“Processor”</b>	has the meaning given to it in the GDPR;
<b>“Processor Personnel”</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
<b>“Progress Meeting”</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>“Progress Meeting Frequency”</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>“Progress Report”</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>“Progress Report Frequency”</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>“Prohibited Acts”</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper</p>

	<p>performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>"Protective Measures"</b>	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.</p>
<b>"Recall"</b>	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
<b>"Recipient Party"</b>	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
<b>"Rectification Plan"</b>	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p>



	c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>

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Appendix C – Statement of Requirements

Language Services

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<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;

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Appendix C– Statement of Requirements

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<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  a) the Deliverables are (or are to be) provided; or  b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;



<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: <ul style="list-style-type: none"> <li>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>b) standards detailed in the specification in Schedule 1 (Specification);</li> <li>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul>
<b>"Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;



<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:  a) provides the Deliverables (or any part of them);  b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or  c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;  b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;  c) Information derived from any of (a) and (b) above;
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

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<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>"Supplier Non-Performance"</b>	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;



<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);



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<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

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## Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	<b>[delete as applicable: CCS / Buyer] ("CCS" "the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>	
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>	
Contract reference number:	<b>[insert contract reference number]</b>	
Details of Proposed Variation		
Variation initiated by:	<b>[delete as applicable: CCS/Buyer/Supplier]</b>	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation		
Reason for the variation:	<b>[insert reason]</b>	
An Impact Assessment shall be provided within:	<b>[insert number] days</b>	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</b></li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert amount]</b>
	Additional cost due to variation:	£ <b>[insert amount]</b>
	New Contract value:	£ <b>[insert amount]</b>

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

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## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

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

### 2. How to manage the insurance

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

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

- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3. What happens if you aren't insured**

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

### **4. Evidence of insurance you must provide**

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

### **5. Making sure you are insured to the required amount**

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

## 6. Cancelled Insurance

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

## 7. Insurance claims

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

## **ANNEX: REQUIRED INSURANCES**

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



## 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
1	27.07.23	Quality questions (technical envelope)	Twenty (20) years after the expiry of the contract
2	27.07.23	Pricing Schedule	Indefinite

## Joint Schedule 10 (Rectification Plan)

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

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Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

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## Joint Schedule 11 (Processing Data)

### 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 there 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;

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- (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 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 Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 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 Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal

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- 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;

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- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Personal Data Breach.
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, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Personal Data Breach; and/or
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
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;

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- (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 give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
- (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
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.

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## 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 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
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

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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:

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- (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.

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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.

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>● <b>Name of Interpreter, employment history, qualifications, right to work and security clearances and personal data to undertake compliance checks.</b></li> <li>● <b>Business contact details of Supplier and key contacts</b></li> </ul> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Processor, and the Relevant Authority is the Controller in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p>



	<ul style="list-style-type: none"> <li>● <b>Personal data of the Relevant Authority's customers to include but not limited to name, date of birth, address, contacts details (email and telephone) and bank details.</b></li> <li>● <b>Personal data of Relevant Authority's staff to include but not limited to name, date of birth, address, contacts details (email and telephone).</b></li> </ul>
Duration of the Processing	From award until expiry of all Call Off Contracts under RM6141.
Nature and purposes of the Processing	<p>Data will be collected, recorded and processed to enable the recruitment and appointment of Interpreters and Translators which may be utilised under a Call Off Contract via RM6141. This information should be stored digitally, in a secure manner.</p> <p>This information may be shared with the Authority to enable compliance checks on the Supplier to be undertaken. This information will be shared digitally in a secure manner.</p>
Type of Personal Data	<p>Personal Data will include:</p> <p>Name, DOB, NINO, Pay, Qualifications, Work History, Right to Work and Clearances.</p>



Categories of Data Subject	<p>Data Subjects may include:</p> <ul style="list-style-type: none"> <li>● Staff (employees) and Contracted Employee</li> <li>● Self Employed Contractors</li> <li>● Customers/Clients</li> <li>● Suppliers</li> </ul>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Applicable law to preserve that type of data</p>	<p>The Supplier must retain and store securely any data in relation to a Call Off Contract for a minimum of 7 years after the expiry of the agreement. Once this period has ended the Supplier must destroy any data stored in line with 10.5 of the Core Terms.</p>

## Call-Off Schedule 1 (Transparency Reports)

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

## Annex A: List of Transparency Reports

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Performance	Details of Monthly performance against SLA	Either: Excel, Word or PowerPoint	Quarterly
Call-Off Contract Charges	Current call of charges	Excel	Annually
Key Subcontractors	Details of existing or any new key subcontractors	Any	Annually
Technical	Volumes of usage	Either: Excel, Word or PowerPoint	Annually
Performance management	Any detail of performance actions	Either: Excel, Word or PowerPoint	Quarterly

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## Call-Off Schedule 2 (Staff Transfer)

### 1. Definitions

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

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

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<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Staffing Information"</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> </ul>

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

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

**"Transferring Buyer Employees"** those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

**"Transferring Former Supplier Employees"** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

## 2. INTERPRETATION

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

## 3. Which parts of this Schedule apply

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

- *Part C (No Staff Transfer On Start Date)*

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## Part C: No Staff Transfer on the Start Date

### 1. What happens if there is a staff transfer

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

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

- (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
- 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or
  - 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

## **2. Limits on the Former Supplier's obligations**

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

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## Call-Off Schedule 3 (Continuous Improvement)

### 2. BUYER'S RIGHTS

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

### 3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 3.3 In addition to Paragraph 3.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 3.3.1 identifying the emergence of relevant new and evolving technologies;
  - 3.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 3.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

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- 3.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 3.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 3.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 3.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 3.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:
- 3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 3.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 3.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 3.3.

- 3.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 3.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 3.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



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## Call-Off Schedule 5 (Pricing Details)

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Appendix C – Statement of Requirements  
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## Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

### 1. Definitions

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

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;

### 2. BCDR PLAN

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

### 3. GENERAL PRINCIPLES OF THE BCDR PLAN (SECTION 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

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- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
- (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
  - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
  - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
  - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

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- 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

#### **4. BUSINESS CONTINUITY (SECTION 2)**

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

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Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

## 5. DISASTER RECOVERY (SECTION 3)

5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

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

- 5.2.1 loss of access to the Buyer Premises;
- 5.2.2 loss of utilities to the Buyer Premises;
- 5.2.3 loss of the Supplier's helpdesk or CAFM system;
- 5.2.4 loss of a Subcontractor;
- 5.2.5 emergency notification and escalation process;
- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

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5.2.13 testing and management arrangements.

## 6. REVIEW AND CHANGING THE BCDR PLAN

6.1 The Supplier shall review the BCDR Plan:

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

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

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

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

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

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its

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submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

## **7. TESTING THE BCDR PLAN**

7.1 The Supplier shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

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

7.5.1 the outcome of the test;

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

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

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

## **8. INVOKING THE BCDR PLAN**

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

## **9. CIRCUMSTANCES BEYOND YOUR CONTROL**

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

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## Call-Off Schedule 9 (Security)

### Part A: Short Form Security Requirements

#### 1. Definitions

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

**"Breach of Security"**

1 the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

**"Security Management Plan"**

3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

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## 2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

## 3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

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- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

#### **4. Security Management Plan**

##### **4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

##### **4.2 Content of the Security Management Plan**

- 4.2.1 The Security Management Plan shall:
- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
  - c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
  - d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in

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- connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
  - f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
  - g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

#### 4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission,

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the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### 4.4 **Amendment of the Security Management Plan**

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a

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request by the Buyer or otherwise) shall be subject to the Variation Procedure.

- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## 5. Security breach

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

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

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



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5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

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Appendix C– Statement of Requirements  
Connie Hunt

V1.0 20/02/23

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## Call-Off Schedule 10 (Exit Management)

### 10. Definitions

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 12.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 11.2 of this Schedule;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

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<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 14.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 14.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 17.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 17.2.3 of this Schedule.

## 11. SUPPLIER MUST ALWAYS BE PREPARED FOR CONTRACT EXIT

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

## 12. ASSISTING RE-COMPETITION FOR DELIVERABLES

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

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

### 13. EXIT PLAN

- 13.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 13.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 13.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 13.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 13.3 The Exit Plan shall set out, as a minimum:
- 13.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
  - 13.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 13.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 13.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

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- 13.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 13.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 13.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 13.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 13.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 13.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 13.4 The Supplier shall:
- 13.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- (a) every six (6) months throughout the Contract Period; and
  - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
  - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
  - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 13.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 13.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 13.2 or 13.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

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

#### 14. TERMINATION ASSISTANCE

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

14.1.1 the nature of the Termination Assistance required; and

14.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

14.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

14.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

#### 15. TERMINATION ASSISTANCE PERIOD

15.1 Throughout the Termination Assistance Period the Supplier shall:

15.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

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- 15.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 15.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 15.1.4 subject to Paragraph 15.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 15.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 15.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 15.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 15.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 15.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

## **16. OBLIGATIONS WHEN THE CONTRACT IS TERMINATED**

- 16.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 16.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 16.2.1 vacate any Buyer Premises;

16.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

16.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

16.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## 17. ASSETS, SUB-CONTRACTS AND SOFTWARE

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

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

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

17.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

17.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

17.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
  - (b) the Non-Exclusive Assets,
- the Buyer and/or the Replacement Supplier requires the continued use of; and

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

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

- 17.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 17.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 17.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 17.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
  - 17.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 17.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

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17.7 The Buyer shall:

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

17.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

17.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

17.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 17.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 17.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

**18. NO CHARGES**

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

**19. DIVIDING THE BILLS**

19.1 All outgoing, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

19.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

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

19.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

## Call-Off Schedule 14 (Service Levels)

### 20. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

### 21. What happens if you don't meet the Service Levels

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- 21.1 **The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.**
- 21.2 **The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.**
- 21.3 **The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.**
- 21.4 **A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:**
- 21.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 21.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
  - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
  - (c) results in the corruption or loss of any Government Data; and/or
  - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 21.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 21.5 **Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:**

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

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

21.5.3 there is no change to the Service Credit Cap.

## **22. Critical Service Level Failure**

### **On the occurrence of a Critical Service Level Failure:**

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

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

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

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## Part A: Service Levels and Service Credits

### 23. Service Levels

If the level of performance of the Supplier:

- 23.1 is likely to or fails to meet any Service Level Performance Measure; or
- 23.2 is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
  - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
  - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
  - 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### 24. Service Credits

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

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

### Service Levels:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Operational	Supplier to provide a quote of service/s and pricing within 2 days of initial contact/instruction	98%
2	Operational	The supplier will return written translations/documents within the specified timeframe	98%
3	Operational	Written translations will be accurate	99%
4	Operational	Translators to be available within agreed timeframe	98%
5	Customer Service	Any issues or complaints will be acknowledged within 24 hours and resolved within 5 working days	98%

Service Credits: No services credits apply to this order form, only target Key Performance Indicators (KPIs).

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## Part B: Performance Monitoring

### 25. Performance Monitoring and Performance Review

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

25.2 **The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph Error! Reference source not found. of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:**

25.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

25.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

25.2.3 details of any Critical Service Level Failures;

25.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

25.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

25.2.6 such other details as the Buyer may reasonably require from time to time.

25.3 **The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:**

25.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time

(within normal business hours) as the Buyer shall reasonably require;

25.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

25.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

**25.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.**

**25.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.**

## **26. Satisfaction Surveys**

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



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## Call-Off Schedule 20 (Call-Off Specification)

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Appendix C – Statement of Requirements

Language Services

TIS0628

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## 1. PURPOSE

1.0 The Insolvency Service (INSS) require the provision of translation services.

## 2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 The Insolvency Service is a government agency that helps to deliver economic confidence by supporting those in financial distress, tackling financial wrongdoing and maximising returns to creditors. We provide the frameworks that deal with insolvency and the financial misconduct that sometimes accompanies or leads to it. Our vision is a corporate and personal insolvency regime which is regarded as fair and that gives investors, lenders and creditors confidence to take the commercial risks necessary to support economic growth.

2.2 INSS is an executive agency of the Department for Business and Trade (DBAT) and supports the DBAT vision of strong, sustainable and balanced growth.

2.3 Our responsibilities are to:

2.3.1 Administer bankruptcies and debt relief orders.

2.3.2 Look into the affairs of companies in liquidation, preparing reports of any director misconduct.

2.3.3 Investigate trading companies and take action to wind them up and/or disqualify the directors if there is evidence of misconduct.

2.3.4 Investigate and prosecute criminal conduct in the course of personal and corporate insolvency

2.3.5 Act as trustee/liquidator where no private sector insolvency practitioner is in place.

2.3.6 Issue redundancy payments from the National Insurance Fund.

2.3.7 Work to disqualify unfit directors in all corporate failures.

2.3.8 Deal with bankruptcy and debt relief restrictions orders and undertakings.

2.3.9 Act as an impartial source of information for the public on insolvency and redundancy matters.

2.3.10 Advise DBAT ministers and other government departments and agencies on insolvency and redundancy related issues.

2.4 INSS employs c.1850\* staff, spread across 19 sites currently and supports remote and flexible working.

2.5 Further information on INSS can be found on the Insolvency Service section of the GOV.UK website <https://www.gov.uk/government/organisations/insolvency-service>.

*\*stated staff numbers are indicative only and cannot be relied upon to be entirely accurate.*

### 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 INSS require translation services of written documents and potentially telephone or face to face translation of interviews conducted by staff members.

3.2 The Potential Supplier shall provide a Written Translation, Transcription and Ancillary Services Provision throughout the United Kingdom and Overseas. These Services shall require a range of timescales, which the Contracting Authority shall specify at the Call Off Agreement stage, ranging from the very short for example within half an hour to the moderately long for example days, weeks or months.

### 4. DEFINITIONS

Expression or Acronym	Definition
INSS	The Insolvency Service
KPI	means Key Performance Indicator.
MI	Means Management Information

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## 5. SCOPE OF REQUIREMENT

5.1 Face to Face Services shall be available between 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends. An additional out of hour's facility shall be made available between 18:00hrs and 08:00hrs.

5.2 Telephone and Video Interpretation shall be available 24 hours a day, 365 days a year.

5.3 The Supplier shall provide the Contracting Authority with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

5.4 Circumstances may occur where it is possible for INSS to give at least several days' notice of the service requirement to the Supplier, however Potential Suppliers shall be

aware that urgent requirements may arise for a Linguist to be available at a specified location within half an hour, which shall be specified by INSS at the time of booking.

5.5 INSS may also require urgent translation of written legal documents within a 24–48hour period.

5.6 The Supplier shall provide a comprehensive Written Translation, Transcription and Ancillary services from English into the Language requested by INSS and from those Languages into English or other Languages please refer to Annex A – Languages List. Translation refers to the conversion of written documents into another language as text. In this context it includes transcription i.e. the conversion of written documents into alternative formats such as Braille, large print, audio, video or pictorial English.

5.7 The Supplier must have the capability to upscale their service delivery to ensure continuity of service throughout the lifetime of the Framework so that the on boarding of new Buyers does not affect the service received by existing Buyers.

5.8 The Supplier shall work with the Buyer to enable enhanced value for money through the reduction of procurement costs, Supplier management costs, bidding cost of the supply market and to access economies of scale relative to the size, value and status of the particular requirement.

5.9 The Supplier shall provide a tailored solution that covers advisory services, administration support and efficient business processes through to the delivery of the language service requirements.

5.10 The Supplier shall provide an end-to-end service with a seamless process to the end user, providing Language Service requirements, through its own Interpreters/Translators, contracted Interpreters/Translators and via Sub Contractors if required.

5.11 The Supplier shall provide supporting services such as:

5.11.1 Strategy and policy advice, for example advising how savings could be made by switching delivery channels;

5.11.2 Centralised management information to provide insightful analysis to inform policy and decision making;

5.11.3 Consolidating invoicing for the provision of the entire service.

5.12 The Supplier shall ensure that any added value and saving benefits are embedded into the service delivery for Buyers.

5.13 The Supplier shall ensure that more efficient and innovative ways of working are shared with the Buyer and any added value and/or savings are passed on to the Buyer.

5.14 Interpreters may need to attend Government offices or venues in the UK at no cost to the Buyer or the Interpreter, for example for court purposes to verify the timings and/or content of previous conversations.

5.15 Interpreters/Translator shall provide subsequent witness statements as and when mandated by Legal Body(s) and/or INSS at no additional cost to the Buyer.

5.16 The Supplier shall ensure that the Buyer can request a United Kingdom (UK) based Interpreter who has permission to work in the UK.

5.17 All interpreters/translators must carry an official photo ID e.g. driving license or passport, to all assignments which should be valid within 12 months.

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5.18 All interpreters/translators must carry evidence of any declared security clearances to all assignments. The evidence must confirm the level of clearance assigned to the individual and the date it is valid to.

## 6. THE REQUIREMENT

6.1 The Supplier shall provide a comprehensive Translation, Transcription and Ancillary service to enable the Buyer to translate, transcribe or create support materials in any language as listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.

6.2 The following Translation and Transcription Services must be provided:

- 6.2.1 Advisory / guidance and instruction documents
- 6.2.2 Correspondence, information leaflets
- 6.2.3 Technical, scientific, legal, medical, financial or any other specialist category (such as Hansard)
- 6.2.4 Verbatim (word for word)
- 6.2.5 Artwork, design, illustration and typesetting
- 6.2.6 Proofreading
- 6.2.7 Computer Aid Translation/ Machine Translation Software
- 6.2.8 Multimedia and e learning
- 6.2.9 Campaign collateral for example press kits
- 6.2.10 Website localisation
- 6.2.11 Software localisation

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6.2.12 Audio/Video recordings to written text

6.3 Suppliers can utilise Speech to Text software as long as this is made transparent to the Buyer and data is shared, stored and managed in a compliant way as set out in section 19- Data Security.

6.4 Computer Aid Translation (CAT) and Machine Translation (MT) software shall be included within this service. The Supplier shall ensure that where possible this service is offered but only utilised where clear efficiencies and cost savings can be evidenced to the Buyer.

6.5 At a frequency determined at Call-Off the Supplier shall provide management information to evidence the ongoing benefits of using Machine Translation.

6.6 Any use of CAT/MT shall be delivered in a secure way ensuring any software is compliant with the security standards in section 19 (Data Security) and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.

6.7 In order to provide translation and/or transcription services for Secret and Top-Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 19.4 of section 19 - Data Security.

6.8 The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.

6.9 The Supplier is prohibited from using any tools/software (including CAT/MT tools) that are hosted by a third party which waives the Buyer's right to not share their data with a Third Party.

6.10 The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how any solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.

6.11 Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call Off Contract.

6.12 The service shall be required at any location in the UK, for example where the Buyer requires Transcription to be carried out at the Buyers premises for security reasons.

6.13 Where overseas Translators and Transcribers are utilised, the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.

6.14 The Supplier shall ensure that all translations are completed in accordance with the translation industry standard ISO 17100 and where a Machine Translation Post Edit is required ISO 18587 or equivalent.

6.15 The Supplier shall ensure that all translators/transcribers must translate/transcribe into their native tongue only and, where this is not possible, the translation/transcription must be revised thoroughly by someone of English native tongue with the necessary experience of the subject matter at no cost to the Buyer.

6.16 The qualifications for all services under Lot 2 can be found in Annex 1.

6.17 The Supplier shall ensure that all Linguists shall not add nor take anything from the intended meaning and shall keep to the spirit of what is written as stated in the NRPSI Code of Conduct: <http://www.nrpsi.org.uk/for-clients-of-interpreters/code-of-professional-conduct.html>

6.18 The Supplier shall provide the translation and transcription of documentation, audio, tapes and other forms of electronic media. Additional services such as Voiceovers, Subtitles, EasyRead and Large Print are also within the scope of this Lot.

6.19 The Supplier shall provide a summary of any document translated if requested by the Contracting Authority.

6.20 The Supplier will provide the Contracting Authority with a quotation for the services required prior to use.

6.21 The Supplier shall provide a guide on how to use the service, highlighting any cancellation policy and how to access availability of translators.

6.22 The Supplier will translate legal documents such as contracts, loan documentation, partnership agreements, trust documents, explanation of conduct but could potentially be any type of document relating to a bankrupt of company's affairs.

6.23 The Supplier may also be required to attend an OR office to translate for a director or bankrupt at interview. These interviews can last typically between 2 and 3 hours. The Supplier will translate and transcribe interviews in a format accepted by the criminal courts.

6.24 The Supplier shall ensure it has access to a sufficient number of appropriately qualified and experienced Linguists to ensure that it can fulfil the requirement.

6.25 The Supplier's staff and Linguists shall possess the qualifications and competence appropriate to the tasks for which they are employed. The Supplier shall ensure that all staff and Linguists supplying the Services shall behave in a responsible and professional manner, and shall provide the Services with all due skill, care and diligence.

6.26 Where the Supplier has been asked to provide a Linguist who meets the specified qualifications and registration but is unable to provide the level of Linguist requested but can supply a Linguist with equivalent qualifications, skills, competence, experience, registration (where appropriate) and security vetting/clearance, the Supplier shall inform INSS of the circumstances and then request their consent before proceeding.

6.27 Upon receipt of each booking request, the Supplier shall identify and contact a Linguist(s) who can meet the requirement, for example can communicate in the identified language and has appropriate qualifications and experience in accordance with INSS specification.

6.28 The Supplier shall, where possible, provide sufficient information on the nature of the assignment and INSS requirements to enable the Linguist to confirm their ability to fulfil the requirement.

6.29 If requested by INSS the Supplier's staff and or contracted Linguists shall be required to sign the Official Secrets Act 1911-1989 and INSS confidentiality agreement which shall be provided at Call Off Agreement stage.

6.30 In the event of a Linguist's quality, ability, or integrity being compromised in any way, the Authority and/or INSS shall reserve the right to require the Supplier to cease to deploy

that Linguist. Each decision shall be taken on a case by case basis and be appropriately evidenced and supported.

6.31 The Supplier shall include the capacity to provide reasonable requests for Linguists of specific gender, religion, religious origins, cultural background and who reflect awareness and understanding of the environment and circumstances in which the Language Services are required.

6.32 The Supplier shall be aware that INSS will have full discretion when occasions arise that for political, religious, competence or other reasons, certain Linguists must not to be sent to particular Assignments.

6.33 The Supplier shall be aware that it may be necessary for INSS to stipulate that a Linguist from the local area is not to be used for sensitive Assignments. INSS will inform Suppliers at the time of booking if this is the case.

6.34 The Supplier shall find a suitable Linguist in sufficient timescale to meet INSS booking, in the event that a Linguist declines an assignment that they do not feel competent or comfortable accepting. The Supplier shall provide a compliant replacement Linguist.

## Booking Process

6.35 This section describes the mandatory Booking process requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework.

6.36 The Supplier must provide appropriate training to each Buyer placing a Call Off Contract free of charge. This training shall cover all procedures relating to the Call Off Contract ensuring people are conversant with the booking process and how to use the appropriate booking forms/portal. The creation and information captured as part of the booking template should be done in agreement with the Buyer.

6.37 The Supplier shall enable an Interpreter/Translator to be booked via a single point of contact which the Buyer can access 24 hours a day 365 days a year.

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6.38 The Supplier shall provide the Buyer with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non-premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

6.39 The Supplier must have a procedure for identifying languages in those instances where the Buyer staff have been unable to do so.

6.40 The Supplier shall provide a booking system which allows the Buyer's staff to place orders via each of the following methods:

6.40.1 Telephone

6.40.2 E-mail

6.40.3 Secure on-line portal / web-based order form

6.40.4 Purchase to Pay

6.40.5 Facsimile

6.41 The Supplier should have secure processes in place which enable the transfer of documentation from the Buyer to the Supplier 24 hours a day, 365 days a year. For instance, the submission of documentation for translation assignments. Where this process is digitally enabled it should meet the requirements set out in section 19 - Data Security.

6.42 Where a web based or other innovative technology-based booking solution is offered this should employ an appropriate level of encryption (as agreed with the Buyer and in accordance with HMG standards) to prevent interception of data contained within the booking process. Buyers may require an increased level of encryption details of which shall be established at Call-Off Contract stage.

6.43 The Supplier shall provide a Freephone helpdesk facility to provide advice and support on booking, invoicing, performance issues, general enquiries, Interpreter/Translator status and any other day to day enquiries.

6.44 The required level of qualifications, skills, competence, experience, registration (where appropriate) and security vetting/clearance (as per section 10 - Security Vetting/Clearance)

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may vary from assignment to assignment. The Buyer shall specify the minimum standards required at the Call-Off Contract stage and subsequent bookings as part of the delivery of the contract.

6.45 The Supplier shall request the following additional information to share with the Interpreter:

6.45.1 Is this an initial meeting/appointment or follow up?

6.45.2 Is it regular or a stand-alone meeting/appointment?

6.45.3 How many attendees, both deaf and hearing?

6.45.4 Are there any additional needs?

6.45.5 Are there papers being referred to that can be shared in advance with the interpreter?

6.45.6 Has the booking client worked with interpreters before?

6.46 The Supplier shall identify an appropriately qualified and experienced Interpreter who matches the Buyer's requirements (including security clearance / vetting requirements) ensuring the Interpreter's availability to attend at the specified location, date and time requested by the Buyer.

6.47 For Non-Spoken bookings the Supplier shall ensure that were a Trainee is requested for an assignment by a Buyer that they are selected in accordance with the NRCPD and or SRLPDC code of conduct i.e. recognising and working within the limits of their competence and undertaking those assignments for which they have the appropriate qualifications, competence, and experience.

6.48 The Supplier must ensure they have the capacity to provide reasonable requests for Interpreters/Translators of specific gender, religion, religious origins, cultural background and who reflect awareness and understanding of the environment and circumstances in which the Language Services are required.

6.49 Suppliers shall be aware that the Buyer will have full discretion on whether certain Interpreters/Translators are used on certain assignments or at all as part of the delivery of the Call-Off Contract.

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6.50 The Supplier must be able to provide two or more Interpreters where assignments are over a certain length and/or complexity when requested by the Buyer. When more than one Interpreter is necessary this should be made clear to the Buyer, including the rationale.

6.51 The Supplier shall be aware that urgent requirements may arise for an Interpreter/Translator to be available at a specified location at short notice, for example within half an hour, which shall be specified by the Buyer at the time of booking.

6.52 The Supplier must confirm if the booking can be fulfilled in the following time frames:

6.52.1  $\geq 7$  days' notice = Confirmation no later than 3 days prior to the assignment. 6.52.2 6-

3 days' notice = Confirmation no later than 1 day prior to the assignment.

6.52.3  $\leq 2$  days' notice = Confirmation as soon as possible.

6.53 As part of the confirmation the Supplier must provide the following:

6.53.1 The full name of Interpreter/Translator

6.53.2 A clear up to date photograph, which is of passport quality.

6.53.3 The current level of Government Security Clearance of the Interpreter/Translator

6.53.4 The language(s) in which the Interpreter/Translator has been assessed as competent to work.

6.54 There may be occasions where the Buyer requires more notice/booking information and this may be varied at the Call-Off Contract stage.

6.55 Where 3 or more days' notice for a face to face booking has been provided but the Supplier cannot confirm fulfilment within the specified time as set out in 6.18 it will be at the Buyer's discretion whether to allow the Supplier more time to fulfil the booking or to rearrange/cancel at no cost to the Buyer.

6.56 In the event that there is a change of Interpreter/Translator the Supplier must notify the Buyer immediately, providing an explanation and confirming all of the details set out in 6.18

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for the replacement Interpreter/Translator. It is at the discretion of the Buyer whether to accept any change and if deemed unacceptable the Buyer may cancel the booking at no cost.

6.57 Where the Supplier cannot fulfil the specific qualifications, clearance or experience the Supplier shall notify the Buyer immediately and provide an alternative solution. It will then be at the discretion of the Buyer to accept or decline the alternative solution and only upon agreement with the Buyer should any assignment be completed by an Interpreter/Translator that does not meet the stated requirements.

6.58 The Supplier shall, where appropriate, provide sufficient information on the nature of the assignment and the Buyer's requirements to enable the Interpreter/Translator to confirm their ability to fulfil the requirement. Such information may include, but is not limited to, the following:

- 6.58.1 Name of the Buyer
- 6.58.2 Location of the appointment
- 6.58.3 Duration of appointment
- 6.58.4 Type of appointment (medical/criminal Justice/government etc.)
- 6.58.5 Name of the End User
- 6.58.6 Language Requirement
- 6.58.7 Security Clearance Requirement
- 6.58.8 Experience Requirement
- 6.58.9 Qualification needed

6.59 Any additional services needed or information such as that obtained from asking the questions under 6.11.

6.60 The Supplier will work in a collaborative manner to ensure this information is shared within 5 working days so as to not impact on the Quality Assurance Providers ability to undertake their tasks. **Cancellations**

6.61 This section describes the mandatory requirement in relation to the cancellation process that the Supplier must fulfil as part of the delivery of Language Services.

6.62 The Supplier shall accept cancellations or variations to booking requests in all agreed formats as per 6.6, from the Buyer and not from any other party, for example patients, suspects or clients.

6.63 The Supplier shall be able to receive and act upon cancellations 24 hours a day 365 days a year.

6.64 In instances where the Buyer's client, for example patient, suspect or customer, fails to attend their appointment at the time and place agreed and the Interpreter has attended the Supplier may charge the full amount of time for the booking indicated on the booking request form and any travel expenses already incurred by the Interpreter unless they were already within the local area because of another assignment.

6.65 In the event that the scheduled booking is delayed due to the Buyer's booking, for example surgery, clinic, trial running over or the suspect, patient, carer arriving late, the Supplier may charge the full amount of time for the booking indicated on the booking request form including any additional waiting time.

6.66 Where a short notice cancellation or delay has occurred, the Supplier must provide evidence this has occurred. This will be outlined by the Buyer in the Call Off contract.

**6.67 CANCELLATION BY BUYER – TELEPHONE INTERPRETING, NON-SPOKEN AND SPOKEN VIDEO LANGUAGE SERVICES AND SPOKEN FACE TO FACE INTERPRETING SERVICES**

6.68 The Supplier will not charge for remote interpreting assignments where 24 hours' notice has been given prior to the booked assignment time (as indicated on the booking request form), is given by the Buyer.

6.69 Where 24 hours' notice is not given the Supplier may charge half the amount of time indicated on the booking request form. There will be no allowance for travel expenses given the remote nature of the service delivery.

6.70 For Face to Face Interpretation, the Interpreter may also claim any travel costs which have already been incurred prior to the cancellation. This will only be permissible if receipts can be provided and evidence that they were not in the local area for another booking (i.e. another booking was due to take place after the cancelled appointment).

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6.71 The Supplier must provide evidence of any travel expenses to the Buyer in the agreed format set out in the Call-Off Contract.

**6.72 CANCELLATION BY BUYER – TRANSLATION, TRANSCRIPTION AND ANCILLARY SERVICES**

6.73 The Supplier will not charge for any cancellations of Translation, Transcription or Ancillary Services unless evidence can be provided that the assignment has already been started. If this can be evidenced by the Supplier then they can charge for the value of the assignment.

**6.74 CANCELLATION BY BUYER – NON-SPOKEN FACE TO FACE ONLY**

6.75 Where a booking has been confirmed by the Supplier cancellation by the Buyer will be a full charge up to 5 working days before the Assignment (as indicated on the booking request form) and 50% of the fee if cancelled between 5 – 10 working days. The interpreter may also claim any travel costs which have already been incurred prior to the cancellation. This will only be permissible if receipts can be provided and evidence that they were not in the local area for another booking (i.e. another booking was due to take place after the cancelled appointment).

6.76 The Supplier must provide evidence of any travel expenses to the Buyer in the agreed format set out in the Call-Off Contract.

**6.77 CANCELLATION BY THE INTERPRETER/TRANSLATOR AND/OR SUPPLIER – ALL LOTS**

6.78 The Supplier shall be liable for any costs and losses that are incurred as a direct consequence of an Interpreters/Translators failure to attend the assignment at the specified location and at the specified time (for example but not limited to, Court or medical costs). The Buyer shall specify the calculation for such costs at the Call Off Contract stage.

6.79 In exceptional circumstances the Buyer may vary the terms of cancellation with the agreement of the Supplier.

## 7. KEY MILESTONES

7.1 The Supplier should note the following project milestones that INSS will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Provide details of the portal and provide training guides	Within week 1 of Contract Award
2	Provide BCDR	Within week 2 of Contract Award
3	Successful Supplier to return signed Contract Order Form	Within week 1 of Contract Award
4	Successful Supplier to provide order information to all departments.	Within week 1 of Contract Award

## 8. AUTHORITY'S RESPONSIBILITIES

8.1 The Authority will provide sufficient notice of any cancellation of services (within 24 hours).

## 9. CONTRACT AND SERVICE MANAGEMENT

9.1 The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints initiated by INSS and/or Buyer, its representatives and/or its customers, employees and contractors. The procedure should allow for the identification and tracking of individual complaints from initiation to resolution.

9.2 Where a complaint is made by an end user about the quality of service from the Interpreter then the Supplier should investigate this and take corrective action where necessary. If the complaint is in respect of the service provided by the Buyer the Supplier should share the content in full with the Buyer in full within 24 hours.

9.3 A clearly defined complaints procedure is required which sets out timescales of the action that shall be taken and includes timescales of when matters shall be escalated.

9.4 The Supplier shall ensure that any complaints received directly from a Buyer who are encountering problems whilst an Assignment is being undertaken are dealt with as a matter of priority and the Supplier shall seek to minimise the disruption caused. Types of complaints that shall be supported in this way include: Interpreter/Translator not arriving at venue, Interpreter not on telephone call, required level of Interpreter/Translator not provided.

9.5 Complaints made by the Buyer and/or INSS should be acknowledged by the Supplier within 24 hours of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint should be made by the Supplier to the Buyer and/or INSS at intervals of 2 working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties. As a minimum, complaints shall be acknowledged within 24 hours, and satisfactorily resolved within 5 working days, or at time period in agreement with the Authority / Buyer.

9.6 Where a complaint is received and lodged against a registrant of the NRPSI, NRCPD or SRLPDC then the regulatory body must be informed. The Supplier must then work with NRPSI, NRCPD or SRLPDC to implement corrective action. Alternatively, if a complaint is lodged directly with NRPSI, NRCPD or SRLPDC then the Supplier should work in collaboration to help investigate the complaint. The Supplier shall be responsible for ensuring this process is compliant with the relevant GDPR and Data Protection Legislation.

9.7 The Supplier shall provide comprehensive reports on all complaints to the Buyer on a monthly basis or as agreed within the Call Off contract. These reports shall include the date of the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint. The Buyer shall define any additional requirements with the Supplier during the Call Off Contract.

9.8 The level and nature of complaints arising and proposed corrective action or that under way or completed shall be reviewed by the parties periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of 3 months.

9.9 The Supplier should have in place a process which enables all users, irrespective of their native language to make a complaint.

9.10 INSS, where appropriate, will meet with the Buyer in order to discuss delivery performance and address any concerns that may exist around the provision of services.

## 10. REPORTING

10.1 Notwithstanding the requirements set out in Framework Schedule 5 (Management Charges and Information), this section describes the additional mandatory Management Information, monitoring and data reporting requirements that the Supplier must fulfil as part of the delivery of the Framework. Suppliers should read this information in conjunction with Framework Schedule 5 (Management Charges and Information).

10.2 INSS and/or Buyer may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs). The Supplier shall within one working day of request by the Authority and/or Buyer provide the required data or information.

10.3 The Supplier shall provide INSS with data in relation to the number of complaints received on a quarterly basis. This data must inform INSS about the total volume of complaints, the volume upheld, the volume which were considered founded, the volume by service delivery and volume by Band.

10.4 The Supplier shall provide INSS and/or Buyer with analysis of market intelligence not limited to language usage, emerging and future patterns of demand, geographical spread, trends and potential gaps on an annual basis.

10.5 The Supplier must be able to measure the change in Buyer behaviour across various services. For example, a methodology to measure a change in usage from face to face interpretation to remote interpreting options.

10.6 The Supplier shall provide INSS on a quarterly basis, management information about, but not limited to, the volume of bookings, the volume of cancellations, unfulfilled bookings and completed bookings.

10.7 Annually the Supplier must provide information about the number of interpreters/translators they have available, their qualifications, associated banding and clearances to the Authority.

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10.8 The Supplier will provide a quarterly report including SLA's, volumes of services for that quarter and any risks/issued raised.

10.9 This should be broken down by directorate to ensure clear separation of usage and service.

10.10 The Supplier shall provide INSS with updates on, but not limited to, the following:  
number of Interpreters and Translators it has available, a breakdown by Band (see Annex 2), age groups and how many new entrants there have been on an annual basis.

10.11 The Supplier shall produce and provide to INSS and/or the Buyer any requested tailored/non-standard Management Information reports as may be reasonably requested by the Authority or Buyer from time to time which shall be provided free of charge, for example Gain share/Equality and Diversity Monitoring.

10.12 The content of statistical information, timing and format of any report requested by a Buyer shall be agreed between the Supplier and the Buyer at the Call Off Contract stage.

10.13 The Supplier shall provide access to their live MI systems if requested by the Buyer.  
This process will be outlined at the Call Off stage.

10.14 The Supplier must provide confirmation of any new Buyers on-boarded onto the Framework within 5 working days.

## 11. VOLUMES

11.1 The volumes for 2021 and 2022 combined are as follows:



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## 12. CONTRACT DURATION

12.1 The length of the contract will be for two years with the option to extend a further year (2+1)

## 13. CONTINUOUS IMPROVEMENT

13.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

13.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.

13.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## 14. SOCIAL VALUE

14.1 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with Public Services Contracts as well as allowing for national and local strategies around this area. The Supplier may be required at the Call Off Stage to identify as an optional variant the Social Value initiatives it proposes as proportionate and relevant to the Call Off Contract.

14.2 [Social Value Act: information and resources - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

### 14.3 **Community Benefits:**

14.4 The Supplier shall ensure that they adopt a positive stance on delivering community benefits throughout the life of the Framework Agreement and any Call Off Contracts. These initiatives should look to improve the community you are based in but also the communities you serve and deliver to. Some examples include, but are not limited to:

14.4.1 Supporting a local charity with financial contributions

14.4.2 Sponsoring a local event

14.4.3 Providing access to services for disadvantaged members of the community 14.4.4

Volunteer/engagement in local schools or community projects

14.4.5 The Supplier should measure the impact of any Community engagement to understand their benefit and look to continuously seek improvements over the lifetime of the agreement.

### 14.5 **Fair and Better Working Practices:**

14.6 The Public Sector in the United Kingdom is committed to the delivery of high-quality public services, and recognises that this is critically dependent on a workforce that is well recruited, rewarded, motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.

14.7 Public Bodies in the United Kingdom are adopting fair work and recruitment practices, which include:

14.7.1 Recruitment practices that support the local community,

14.7.2 Recruitment practices that support disadvantaged people,

14.7.3 Recruitment practices that support young people

14.7.4 Recruitment practices that are fair, transparent and enable equality throughout the process.

14.7.5 A fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example being a Living Wage Accredited Employer;

14.7.6 Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of a young workforce;

14.7.7 Promoting equality of opportunity and developing a workforce which reflects the population of the United Kingdom in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;

14.7.8 Support for learning and development;

14.7.9 Stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;

14.7.10 Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance;

14.7.11 Support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.

14.8 In order to ensure the highest standards of service quality in this contract the Public Bodies in the United Kingdom expect contractors to take a similarly positive approach to fair recruitment and work practices as part of a fair, equitable and rewarding package. Suppliers should have processes in place to measure the impact of their Fair Working Policies, ensuring they are reviewed and developed to improve how they are delivering benefits to those utilised in the delivery of the Framework services.

## 15. QUALITY

15.1 The Supplier shall at all times during the Framework Period and the term of any Call Off Contract(s), comply with the Standards and must be certificated in the following Standards by the end of the first Framework contract year:

### 15.2 a) Service Management Standards

15.2.1 ISO 9001:2015 - Certified

15.2.2 ISO 22301:2012/2019 - Certified

### 15.3 b) Information Security Management Standards

15.3.1 ISO 27001:2013/2017 - Certified

15.4 The Authority and Buyer shall not be liable for any costs of implementing these Standards and the full cost of implementation shall be borne by the Supplier.

## 16. PRICE

16.1 Prices are to be submitted via the CCS Sourcing Suite using Appendix E excluding VAT.

## 17. STAFF AND CUSTOMER SERVICE

17.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the Language Services Contract in order to consistently deliver a quality service to all Parties.

17.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

17.3 The Supplier shall ensure that staff understand INSS vision and objectives and will provide excellent customer service to INSS throughout the duration of the Contract.

## 18. SERVICE LEVELS AND PERFORMANCE

18.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Operational	Supplier to provide a quote of service/s and pricing within 2 days of initial contact/instruction	98%
2	Operational	The supplier will return written translations/documents within the specified timeframe	98%
3	Operational	Written translations will be accurate	99%
4	Operational	Translators to be available within agreed timeframe	98%
5	Customer Service	Any issues or complaints will be acknowledged within 24 hours and resolved within 5 working days	98%

18.2 The Buyer will work with the supplier to address any poor performance. Any critical service failures will be dealt with in accordance with the framework term and conditions.

18.3 The Authority agrees to work with the successful Supplier to resolve service failure issues. However, it will remain the successful Supplier's sole responsibility to resolve any such service failures.

## 19. SECURITY REQUIREMENTS

19.1 This section describes mandatory requirements for Security Vetting/Clearances the Supplier shall be obligated to fulfil as part of the delivery of the Framework.

19.2 The Supplier shall ensure that all staff, whether employed or contracted including Interpreters/Translators and sub-contractors are security cleared to the appropriate level as specified by the Buyer, prior to them undertaking work on this Framework.

19.3 As a minimum, for all Central Government Departments and members of the Armed Forces, a Baseline Personnel Security Standard (BPSS) or an equivalent of BPSS of all Supplier Personnel, all Interpreters/Translators and all approved subcontractors must be undertaken by the Supplier in accordance with [HMG Baseline Personnel Security Standard](#). It will be the responsibility of the Supplier to ensure that this minimum standard is met throughout the duration of the Framework or Call-Off Contract, whichever lasts longer.

19.4 The Suppliers may be required to comply with [List X](#) security requirements if requested by the Buyer at Call-Off Contract stage.

19.5 The Supplier's staff and or contracted Interpreters/Translators may be required to sign the Official Secrets Act 1911-1989 and/or a Buyer's confidentiality agreement if requested at the Call-Off Contract stage.

19.6 All employees of the Supplier and Interpreters/Translators contracted to undertake assignments to deliver the Buyers requirements must comply with the Buyers vetting procedures as outlined within the Call-Off Contract. These may include, but are not limited to, the additional vetting as follows:

### 19.6.1 Baseline Personnel Security Standard (**Tier 1**)

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19.6.2 Disclosure Barring Service Check (DBS) including an enhanced version of this check  
**(Tier 1)**

19.6.3 Disclosure Scotland **(Tier 1)**

19.6.4 Access Northern Ireland **(Tier 1)**

19.6.5 Counter Terrorism Check (CTC) **(Tier 2)**

19.6.6 Security Check (SC) including an enhanced version of this check. **(Tier 2)**

19.6.7 Developed Vetting (DV) **(Tier 2)**

19.7 The Authority and Buyer accepts no liability for costs incurred in the process of administering such disclosure certification, including those listed under section 10.6 and should be included within the Framework pricing.

19.8 The Supplier shall comply with the relevant guidance for any vetting including any requirements agreed by the Buyer at the Call Off stage which may include the administration of managing the clearances.

19.9 Where a Supplier must utilise an Interpreter/Translator of a higher clearance than stipulated at the point of booking, the Supplier must not pass any additional costs to the Buyer.

19.10 The Supplier must maintain accurate records in a secure manner (see paragraph 19 Data Security) to evidence compliance with the security requirements and/or any additional requirements set out by the Buyer at the Call-Off Contract stage. These must be provided to the Authority, Quality Assurance Provider and/or Buyer upon request within 5 working days.

19.11 Security of Suppliers' premises will be reviewed on an annual basis to ensure appropriate security levels are in place to reduce the risk to the Buyer and their assets.

19.12 The Supplier may be required to implement physical, technical, personnel and procedural security controls as part of a layered or defence in depth approach to security that effectively balances prevention, detection, protection and response. The Buyer will stipulate their precise requirements at the Call-Off Contract stage.

19.13 The Supplier shall ensure that a robust Security Incident/Breach procedure is in place for their premises and the Buyer informed immediately of any compromise to the Supplier and/or Buyers' assets.

19.14 The Supplier must be able to handle and store classified material up to and including OFFICIAL SENSITIVE level.

19.15 Information classified at OFFICIAL SENSITIVE level relating to this contract should not be communicated electronically, except between the Successful Supplier and the Authority (and other parties approved by the Authority).

19.16 Once electronic files are no longer needed they must be deleted from the IT system in a way that makes recovery unlikely, either by overwriting the storage space or eventual dilution and deterioration on a busy shared storage system.

19.17 Paper copies (including drafts and notes) and any removable electronic storage must be locked away when not in use to prevent unauthorised access. Printed material must be marked OFFICIAL SENSITIVE and numbered to ensure no copies are lost. Paper and printed material must be shredded when no longer needed.

19.18 If any paper copies are to be posted, advice must be sought from the Authority.

## Data Security

19.19 This section describes the Data Security requirements that the Supplier shall be obligated to fulfil as part of the delivery of Framework.

19.20 The Supplier must comply and remain compliant with the [HMG Security Policy Framework \(SPF\)](#) due to the sensitive nature of some of the information contained as part of the delivery of the Framework and subsequent Call Offs.

19.21 The Supplier must ensure that the appropriate level of data security is implemented in the provision of the Services to maintain acceptable risk levels for the handling of data securely as defined by the Buyer at Call Off stage.

19.22 The Supplier may be asked to provide services for Secret and Top Secret content (for more information see [here](#)), as such Supplier(s) may be asked to meet the following criteria:

- 19.22.1 Provide secure authentication using unique credentials, mandates a session time-out or lockout period for periods of inactivity requiring authentication.
  - 19.22.2 Restrict the use of copy and paste functionality to prevent leakage from outside of the tool's local environment.
  - 19.22.3 Restrict the use of print screen functionality.
  - 19.22.4 Prevent data from being downloaded to a local environment in an uncontrolled or un-encrypted (plain text) manner which may lead to data loss, leakage or uncontrolled data retention within the local environment.
  - 19.22.5 Secure file/data encryption while in transit and at rest.
  - 19.22.6 Provide an automated access denial mechanism to the raw data and the final product once completed. Where possible all records of raw data, communications, final output and hand-written notes must be deleted. The Provider must have all relevant processes, controls and audit trails to demonstrate that this is fully undertaken.
  - 19.22.7 Provide secure access that restricts the ability for anyone to download the whole memory onto their local environment for local analysis.
- 19.23 Interpreters/Translators shall not keep notes of the assignment electronically. Any paper notes made by the Interpreter shall be cross shredded and securely disposed of in a manner that complies at least with HMG Standard No.5 (IS5) or its equivalent.
- 19.24 The Supplier, any Subcontractors, Interpreters/Translators and systems utilised to deliver services under the Framework must maintain data in line with the requirements set out in Joint Schedule 19 (Data Processing). Suppliers must also ensure that any changes/replacements to these laws are enacted according to the requirements set out by HMG.
- 19.25 All directly employed staff must receive training on GDPR and the Data Protection Act and evidence of this training must be maintained for the duration of the Framework

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Agreement and/or Call Off. This may be requested by the Authority, Quality Assurance Provider and/or Buyer and must be supplied within 5 working days.

## 20. PAYMENT

20.1 The Insolvency Service recognises the importance of prompt, fair and effective payment in all businesses. Being paid promptly for work done ensures businesses have a healthy cash flow. In accordance with the Regulations, the Insolvency Service includes 30 calendar day payment terms in all new public sector contracts and will work with contracted suppliers to ensure that this payment term is passed down the supply chain.

20.2 To support this commitment, the Insolvency Service with effect from the 12<sup>th</sup> April 2023, operate a No PO (Purchase Order) No PAY (Payment) policy. All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid and we are encouraging all suppliers to adopt to this approach before the 12<sup>th</sup> April 2023.

20.3 A valid Supplier Invoice shall include the following:

20.4 Valid Insolvency Service Purchase Order Number;

20.5 Insolvency Service Contract Reference Number (if applicable);

20.6 Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price.

20.7 The Insolvency Service may make reasonable changes to its invoicing requirements during the Term of the contract by providing 30 calendar days written notice to the Supplier.

20.8 Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy, with Supplier Invoices requiring a valid Insolvency Service PO number to be accepted and paid. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.

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20.9 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

20.10 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## 21. ADDITIONAL INFORMATION

21.1 Where possible, Linguists local to the Assignment should be used and travel and related costs shall be subsumed within the minimum charge determined by the type of rate chosen by the Contracting Authority e.g., one hour for Spoken Face to Face interpretation and two hours Non-Spoken Face to Face interpretation.

21.2 Travel expenses will be considered in line with the Contracting Authority's Travel and Subsistence policy – Annex 4.

21.3 The Supplier shall support the Government's Agenda for Sustainability, for example including, but not limited to, minimising travel and encouraging travel by public transport.

21.4 Where a Supplier has branches throughout the country the work shall be performed by the branch nearest to the location of the work. It is not appropriate to charge travel from a more distant location if the Linguist was on business in another part of the country, thereby passing on travelling costs to other Assignments. All work shall be undertaken with due regard to economy and the Linguists time should be managed to minimise costs.

## 22. LOCATION

22.1 The location of the Services will be carried out at various sites within the UK for faceto-face interviews at a local INSS office.

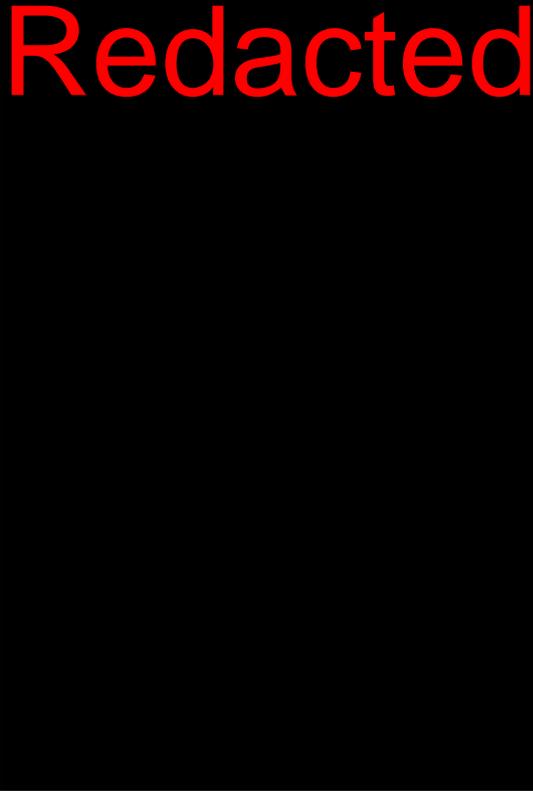
22.2 The main locations will be:



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22.4 There may also be the requirement to attend any of the Authority’s Remote Interviewing Facilities or local courts across the UK.

## ANNEX 1

### TRANSLATION & TRANSCRIPTION SERVICES

The range of Translator qualifications for this service include, but are not limited to, the below. The Supplier must be able to provide all of the below upon request within the pricing submitted.

#### Translation:

- Honours degree in the relevant language and/or a degree in Translation.
- QCF Level 7 qualification in translation or an MA in Translation.
- Recognised postgraduate qualification in Translation (for transcribers preferably the Diploma in Public Services Interpreting in the relevant genre).

#### Transcription:

- Qualifications for Transcription requirements may include the above or those set out for Spoken Face to Face and Video Interpretation and will be clarified at Call Off stage.

## TELEPHONE INTERPRETING SERVICES

The range of interpreting qualifications and criteria required for Telephone and Video Interpreting shall include the below. Please note the qualifications listed must be held in the language the interpreter is intended to deliver.

### On Demand Telephone Interpretation:

- Level 3 Community Interpreting
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.
- Level 1 Interpreting

### Pre-Booked Telephone Interpretation:

- DPSI Qualification (including Law)
- Diploma in Police Interpreting
- Diploma in Community Interpreting
- QCF Level 6 in Interpretation
- QCF Level 7 in Interpretation
- Honours degree in the relevant language with Interpreting component and/or a degree in Interpreting.
- QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
- Level 3 Community Interpreting or equivalent
- Level 4 Community Interpreting or equivalent
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.

All spoken interpreters must have IELTS of 6.5 or equivalent as a minimum requirement.

**SPOKEN FACE TO FACE & VIDEO QUALIFICATIONS**

The range of interpreting qualifications and criteria required for Spoken Face to Face and Video Interpreting shall include the below. The qualifications listed must be held in the language the interpreter is intended to deliver.

- DPSI Qualification (including Law)
- Diploma in Police Interpreting
- Diploma in Community Interpreting
- QCF Level 6 in Interpretation
- QCF Level 7 in Interpretation
- Honours degree in the relevant language with Interpreting component and/or a degree in Interpreting.
- QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
- Level 3 Community Interpreting or equivalent
- Level 4 Community Interpreting or equivalent
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.

All spoken interpreters must have IELTS of 6.5 or equivalent as a minimum requirement.



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## ANNEX 2

<b>BAND 1</b>			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Native speaker of the relevant foreign language,</li> <li>QCF Level 2 Interpreting Course</li> </ul>	Less than 100 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> <li>Non-complex conversations,</li> <li>Telephone Interpreting for basic administrative conversations</li> <li>Community Interpreting</li> </ul>
<b>BAND 2</b>			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:



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<ul style="list-style-type: none"> <li>• Native English Speaker or IELTS 5 or equivalent</li> </ul>	<p style="text-align: center;">And</p> <ul style="list-style-type: none"> <li>• Native speaker of the relevant foreign Language</li> <li>• Community Interpreting Certificate or an equivalent qualification at QCF Level 2/3 Interpreting Course And</li> <li>• Provide documented evidence of language-specific training and/or CPD within the preceding 12 months</li> </ul>	<p style="text-align: center;">100 Hours of Public Sector Interpreting</p>	<ul style="list-style-type: none"> <li>• Non-complex conversations,</li> <li>• Telephone Interpreting for basic administrative conversations,</li> <li>• Community Interpreting</li> </ul>
<b>BAND 3</b>			

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<p>English Language Skills (minimum requirement)</p>	<p>Tasks:</p>
<p>Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)</p>	<p>Experience</p>

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<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 7.5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Diploma in Public Sector Interpreting</li> <li>Diploma in Police Interpreting</li> <li>QCF Level 6 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently.</li> </ul> <p style="text-align: center;">And</p> <ul style="list-style-type: none"> <li>Provide documented evidence of language-specific training and/or CPD within the preceding 12 months</li> </ul>	<p style="text-align: center;">101-400 Hours of Public Sector Interpreting</p>	<ul style="list-style-type: none"> <li>Can deliver complex requirements work across the public sector and deliver complex requirements.</li> </ul>
<b>BAND 4</b>			
<p>English Language Skills (minimum requirement)</p>	<p>Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)</p>	<p>Experience</p>	<p>Tasks:</p>
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 7.5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Diploma in Public Sector Interpreting</li> <li>Diploma in Police Interpreting</li> <li>QCF Level 6 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently.</li> </ul> <p style="text-align: center;">And</p> <ul style="list-style-type: none"> <li>Provide documented evidence of language-specific training and/or CPD within the preceding 12 months</li> </ul>	<p style="text-align: center;">400-1000 Hours of Public Sector Interpreting</p>	<ul style="list-style-type: none"> <li>Can deliver complex requirements work across the public sector and deliver complex requirements.</li> </ul>

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BAND 5			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> <li>Native English Speaker or IELTS 7.5 or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>Diploma in Public Sector Interpreting (with specialism such as Law/Health)</li> <li>Diploma in Police Interpreting</li> <li>QCF Level 7 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently.</li> </ul> <p>And</p> <ul style="list-style-type: none"> <li>Provide documented evidence of language-specific training and/or CPD within the preceding 12 months</li> </ul>	1000+ Hours of Public Sector Interpreting	<ul style="list-style-type: none"> <li>Can deliver complex requirements Can work across the public sector and deliver complex requirements.</li> </ul>

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### ANNEX 3

Group A Western European	Group B Eastern European		Group C Asian, Arabic & Oriental		Group D African	Group E Specialist (Rare)
Basque	Albanian	Serbo-Croatian	Arabic	Kyrgyz	Afrikaans	Alcholi
Catalan	Belarussian	Slovak	Armenian	Malay	Algerian	Akan (Asante/Fante)
Danish	Bosnian	Slovenian	Assyrian	Malayalam	Amharic	Bantu
Dutch	Bulgarian	Turkish	Azerbaijani	Mandarin	Bravanese	Bete (Nigeria)
English	Croatian	Ukrainian	Bengali	Marathi	Fulani (Nigeria)	Creole

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Flemish	Czech	Burmese	Mongolian	Ga (Ghanaian)	Dinka
French	Estonian	Cantonese	Nepali	Hausa	Konkani (Kannada Script)
German	Finnish	Dari	Pashto	Igbo (Ibo)	Kikongo
Italian	Georgian	Farsi, Eastern (Afghan)	Punjabi	Kinyarwanda	Kikuyu
Norwegian	Greek	Farsi, Western (Persian)	Punjabi (Mirpuri)	Lingala	Kirundi
Portuguese	Hungarian	Gujerati	Sinhalese	Lugandan	Kisii (Kenya)
Spanish	Latvian	Gurmukhi(Punjabi Script)	Sylheti (Bengali)	Ndebele(Zimbabwe)	Krio (SL)
Swedish	Lithuanian	Hakka (China)	Tamil	Shona (Zimbabwe)	Laotian

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Macedonian	Hebrew	Tagalog/Filipino	Oromo (Ethiopia)	Luo (Uganda)
Maltese	Hindi	Telugu	Somali	Lutora
Moldovan	Indonesian	Thai	Swahili	Mandingo/Mandinka
Polish	Japanese	Tibetan	Tigrinya	Mauritian-Creole
Romanian	Khmer (Cambodian)	Urdu	Twí	Papiamentu

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Russian	Korean	Uzbek	Yoruba	
Serbian	Kurdish (Sorani)	Vietnamese	Zulu	
	Kurdish (Kurmanji/Bahdini)			

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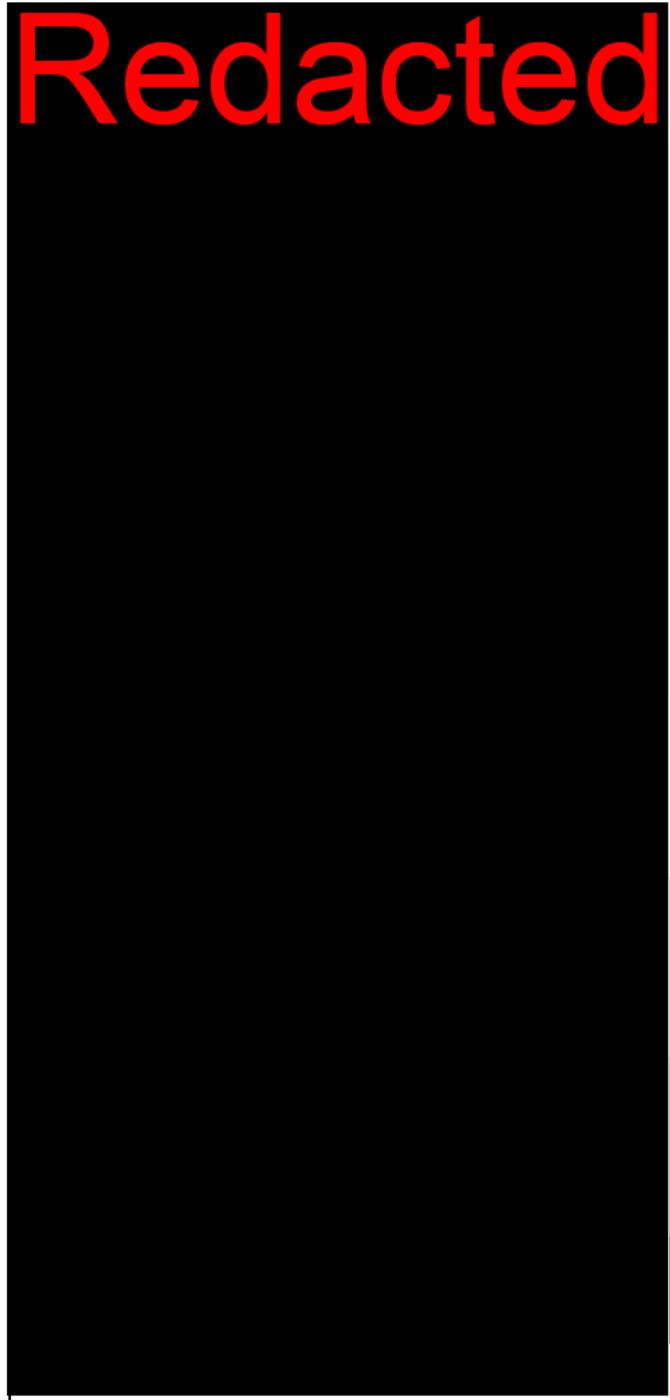
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Error! Reference source not found. Oyster cards to be used around London. Actual cost of each individual business journey

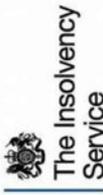
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**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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Framework Ref: RM6141  
Project Version: v1.0  
Model Version: v3.6

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