

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

## Order Form

CALL-OFF REFERENCE: **Project 7546**

THE BUYER: **Department for Education**

BUYER ADDRESS **Great Smith Street London SW1P 3BT**

THE SUPPLIER: **Teleperformance Ltd**

SUPPLIER ADDRESS: **Spectrum House, Bond Street, Bristol, BS1 3LG**

REGISTRATION NUMBER: **20060289**

DUNS NUMBER:

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2<sup>nd</sup> of July 2024.

It's issued under the Framework Contract with the reference number RM6181 Outsourced Contact Centre and Business Services Framework for the provision of delivery of the Get into Teaching Information Service.

CALL-OFF LOT(S):  
**Not applicable**

### CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

2. Joint Schedule 1(Definitions and Interpretation) RM6181 Outsourced Contact Centre and Business Services Framework
3. Paragraph 9 and Annex 2 of Framework Schedule 3 (Framework Prices).
4. Framework Special Terms
5. The following Schedules in equal order of precedence:

- **Joint Schedules for RM6181**

- Joint Schedule 2 ([Variation Form](#))
- Joint Schedule 3 ([Insurance Requirements](#))
- Joint Schedule 4 ([Commercially Sensitive Information](#))
- Joint Schedule 6 ([Key Subcontractors](#))
- Joint Schedule 7 ([Financial Difficulties](#)) [AMENDED]
- Joint Schedule 8 ([Guarantee](#)) (NOT REQUIRED)
- Joint Schedule 9 ([Minimum Standards of Reliability](#))
- Joint Schedule 10 ([Rectification Plan](#))
- Joint Schedule 11 ([Processing Data](#)) [AMENDED]
- Joint Schedule 12 ([Supply Chain Visibility](#))

- **Call-Off Schedules for Get into Teaching Information Service**

- Call-Off Schedule 1 ([Transparency Reports](#))
- Call-Off Schedule 2 ([Staff Transfer](#))
- Call-Off Schedule 3 ([Continuous Improvement](#))
- [Call-Off Schedule 5 ([Pricing Details](#)) [AMENDED]
- [Call-Off Schedule 6 ([ICT Services](#)) [NOT REQUIRED]
  
- [Call-Off Schedule 7 ([Key Supplier Staff](#))
- [Call-Off Schedule 8 ([Business Continuity and Disaster Recovery](#))
- [Call-Off Schedule 9 ([Security](#)) [AMENDED]
- [Call-Off Schedule 10 ([Exit Management](#))
- [Call-Off Schedule 13 ([Implementation Plan and Testing](#))
- [Call-Off Schedule 14 ([Service Levels](#)) [AMENDED]
- [Call-Off Schedule 15 ([Call-Off Contract Management](#)) [AMENDED]
- [Call-Off Schedule 16 ([Benchmarking](#))
- [Call-Off Schedule 18 ([Background Checks](#))
- [Call-Off Schedule 20 ([Call-Off Specification](#))

6. CCS PSC Outsourcing [Core Terms](#) (Version 1)
7. [Joint Schedule 5](#) (Corporate Social Responsibility) **RM6181**
8. [Call-Off Schedule 4](#) (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

#### CALL-OFF SPECIAL TERMS

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

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

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

*Special Term 2 – For the period of one year commencing with the Start Date, Clause 2.8 of the Core Terms shall be deleted and replaced with the following:*

*2.8 “The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:*  
*(a) verify the accuracy of the Due Diligence Information; or*  
*(b) properly perform its own adequate checks,*  
*unless, notwithstanding Clause 2.7, the Supplier demonstrates that its failure would not have occurred but for an error, which was the responsibility of the Relevant Authority, in the Due Diligence Information. From the first anniversary of the Start Date, Clause 2.8 of the Core Terms v3.0.11 shall be reinstated. ”*

*Special Term 3 – Where, within one year of the Start Date, it is identified that there has been any error in the Due Diligence Information provided by the Authority to the Supplier, at the next meeting of the Operational Board (as defined in Call-Off Schedule 15 (Call-Off Contract Management)), the Operational Board shall discuss and agree any adjustments required to the Contract and/or the Due Diligence Information as a result of such error and shall appoint representatives of each of the Buyer and the Supplier to implement those adjustments. If the Operational Board cannot agree on the adjustments required, the matter shall be dealt with in accordance with the dispute resolution procedure set out in Clause 34 of the Core Terms.*

*Special Term 4*

*Clause 9.1 of the Core Terms replaced with the following:*

*4.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, non-transferable worldwide licence to use the Supplier’s Existing IPR to enable it to*

- (a) receive and use the Deliverables.*

*4.2 All information and processes that relate to the delivery of the services belong to the Buyer, should be shared between Buyer and Supplier through the contract term, and transferred back to the Buyer at the end of the contract.*

*Special Term 5*

5.1 The Buyer acknowledges and agrees that the Supplier will conduct a “Security Risk Assessment” (as described in the following paragraph 5.2), generally within one hundred and twenty (120) days of the Call-Off Start Date, and at least once per calendar year thereafter. The Security Risk Assessment will be performed at the Supplier’s expense.

5.2 During the Security Risk Assessment, the Supplier will review how its systems and employees interact with the tools, programs, processes, data, infrastructure and applications provided by the Buyer (collectively “**Buyer Systems**”) to the Supplier in connection with the Services. Once the Security Risk Assessment is complete, the Supplier will generate a Security Assessment Report with its findings and recommendations, and distribute that report to the Buyer, at no cost to the Buyer. The Security Risk Assessment is a non-intrusive observation process in order to analyse the level of security and to detect potential security vulnerabilities, and at no time will tools, including but not limited to, application or network vulnerability scanning tools ever be used as part of the Security Risk Assessment. The intent of the Security Risk Assessment is to (i) proactively identify risks associated with excessive privileges, data, infrastructure, applications, security controls, or processes that could be easily manipulated or privacy risks associated with infrastructure and connectivity between the Supplier and the Buyer, and (ii) document and endeavor to implement recommended risk remediation measures.

5.3 If the Buyer disagrees with, or wants to discuss, any of the findings or recommendations in the Security Assessment Report, Buyer will provide any points of disagreement or discussion (“**Buyer Response**”) to the Supplier within (Thirty) 30 business days after receipt of the Security Assessment Report. The Buyer and the Supplier will discuss the Buyer Response and work in good faith to resolve the points raised in the Buyer Response within a reasonable period of time. Thereafter, the Supplier will incorporate mutually agreed upon revisions into a “**Revised Security Assessment Report**”.

5.4 The Supplier will implement the recommendations in the Security Assessment Report—or, if applicable, the Revised Security Assessment Report—that are within the Supplier’s control within a timeframe to be agreed upon by the Parties. The Supplier will be liable for security breaches resulting from the Supplier’s failure to implement those recommendations within the agreed timeframe.

5.5 The Buyer will implement the recommendations in the Security Assessment Report—or, if applicable, the Revised Security Assessment Report—pertaining to the Buyer Systems as soon as reasonably practicable based on the severity of the risk(s) associated with the recommendation(s).

*5.6 If the Buyer does not provide a Buyer Response or does not implement the recommendations pertaining to the Buyer Systems in the Security Assessment Report—or, if applicable, the Revised Security Assessment Report—then the Supplier will not be liable for security breaches related to the Buyer’s failure to timely implement those recommendations.*

*5.7 Any dispute should be managed through the Dispute Resolution Process, as set out within the Core Terms, Clause 35, Resolving Disputes.*

CONTRACT SIGNATORY DATE: 2nd July 2024

Call-OFF DELIVERY START DATE: 1st October 2024

CALL-OFF EXPIRY DATE: 30th September 2029

CALL-OFF INITIAL PERIOD: 5 Years

#### CALL-OFF DELIVERABLES

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

#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 12.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £7,005,490. Estimated Charges in the first 12 months of the Contract.

#### CALL-OFF CHARGES

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

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

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

#### REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

#### PAYMENT METHOD

BACS Transfer

#### BUYER’S INVOICE ADDRESS:

**[Redacted] under FOIA Section 40, Personal Information**

#### COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles apply to this Call-Off Contract.

## FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

## BUYER'S AUTHORISED REPRESENTATIVE

[Redacted] under FOIA Section 40, Personal Information

## ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/sustainability-and-climate-change-strategy>

## BUYER'S SECURITY POLICY

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

## SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted] under FOIA Section 40, Personal Information.

Teleperformance Ltd  
Spectrum House  
Bond Street  
Bristol  
BS1 3LG

## SUPPLIER'S CONTRACT MANAGER

[Redacted] under FOIA Section 40, Personal Information

Teleperformance Ltd  
Spectrum House  
Bond Street  
Bristol  
BS1 3LG

## PROGRESS REPORT FREQUENCY

As defined in Call-Off Schedule 14 (Service Levels).

## PROGRESS MEETING FREQUENCY

As defined in Call-Off Schedule 14 (Service Levels).

## KEY STAFF

[Redacted] under FOIA Section 40, Personal Information

Teleperformance Ltd  
Spectrum House  
Bond Street  
Bristol  
BS1 3LG

[Redacted] under FOIA Section 40, Personal Information

Teleperformance Ltd  
Spectrum House  
Bond Street  
Bristol  
BS1 3LG

**[Redacted] under FOIA Section 40, Personal Information**

Teleperformance Ltd  
Spectrum House  
Bond Street  
Bristol  
BS1 3LG

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

As defined in Joint Schedule 4 – Commercially Sensitive Information.

**SERVICE CREDITS**

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

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

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

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	[Redacted] under FOIA Section 40, Personal Information	Signature:	[Redacted] under FOIA Section 40, Personal Information
Name:	[Redacted] under FOIA Section 40, Personal Information	Name:	[Redacted] under FOIA Section 40, Personal Information
Role:	[Redacted] under FOIA Section 40, Personal Information		[Redacted] under FOIA Section 40, Personal Information
Date:	[Redacted] under FOIA Section 40, Personal Information	Date:	[Redacted] under FOIA Section 40, Personal Information

# Joint Schedule 1 (Definitions)

1.1 Each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;

1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

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

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

1.3.12 in entering into a Contract the Relevant Authority is acting as part of the Crown; and

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

- a. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- b. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
- c. unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and
- d. unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

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

<b>"Accounting Reference Date"</b>	means in each year the date to which the Supplier prepares its annual audited financial statements;
<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;

"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <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> ;
"Adviser(s)"	means the individual(s) delivering the advice service comprising of TTA, ETA and RTTA
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Agent(s)"	means the individual (s) delivering the Contact Centre service
"AI"	Artificial Intelligence;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Framework Schedule 3;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Assistive Technologies"	describes products or systems that support and assist individuals with disabilities, restricted mobility or other impairments to perform functions that might otherwise be difficult or impossible;
"Audit"	the Relevant Authority's right to: <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 Deliverables;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the Contract and 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</li> </ul>

	<p>obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>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;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <p>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</p> <p>k) verify the accuracy and completeness of any:</p> <ul style="list-style-type: none"> <li>i) Management Information delivered or required by the Framework Contract; or</li> <li>ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;</li> </ul>
<b>"Auditor"</b>	<p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<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>"Back Office Processing"</b>	administrative functions carried out either manually or automated not requiring front line contact;
<b>"Back-pay"</b>	is the amount of salary and other benefits that an employee claims that they are owed after a wrongful termination;
<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>"Buyer Third Parties"</b>	any third party supplier providing deliverables to the Buyer
<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 scheduled 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 as 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 Award Procedure);
<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;
<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>"Collaborative Working Principles"</b>	the principles set out in Clause 3.1.3;

<b>“Commercial Off-the-shelf (COTS)”</b>	products that are packaged solutions which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions;
<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;
<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>“Continuous Improvement”</b>	is an ongoing effort to improve products, services, or processes;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>“Contract Management”</b>	is the process that ensures suppliers adhere to their agreed contractual obligations along with negotiating any future changes that need to take place;
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
<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 UK GDPR;
<b>"Core Terms"</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"COSoP"</b>	Cabinet Office Statement of Practice;
<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <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>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p>

	<p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) 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>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>“Credit Rating Threshold”</b>	has the meaning given to it in the Framework Award Form or Order Form, as the context requires;
<b>“CRM”</b>	Customer Relationship Management;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>“Data Analytics Capability”</b>	the application of advanced analysis to discover deep insights, make predictions and generate recommendations;
<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 UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (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 UK GDPR;
<b>“Data Services”</b>	third-party services that help to manage data for clients;
<b>"Data Subject"</b>	has the meaning given to it in the UK 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;
<b>“DBS”</b>	Disclosure and Barring Service;

<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>"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);
<b>"Dispute"</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	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>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	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>	the Data Protection Act 2018;
<b>"Due Diligence Information"</b>	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;
<b>"Electronic Invoice"</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<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>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
<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>"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;
<b>"ERP"</b>	Enterprise Resource Planning;
<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>a) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
<b>"Exempt Buyer"</b>	<p>a public sector purchaser that is: eligible to use the Framework Contract; and is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>a) the Regulations; b) the Concession Contracts Regulations 2016 (SI 2016/273); c) the Utilities Contracts Regulations 2016 (SI 2016/274); d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); e) the Remedies Directive (2007/66/EC); f) Directive 2014/23/EU of the European Parliament and Council; g) Directive 2014/24/EU of the European Parliament and Council; h) Directive 2014/25/EU of the European Parliament and Council; or Directive 2009/81/EC of the European Parliament and Council;</p>
<b>"Exempt Call-Off Contract"</b>	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary,

	amending, refining or adding to the terms of the Framework Contract;
<b>“Exempt Procurement Amendments”</b>	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
<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>“Existing Service”</b>	a service that is already being provided either in-house or outsourced;
<b>“Exit Day”</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>“Expiry Date”</b>	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>“Financial Distress Event”</b>	<p>a) the credit rating of the Supplier, any Guarantor or any Key Subcontractor drops below Credit Rating Threshold of the relevant Rating Agency;</p> <p>b) the Supplier, any Guarantor or any Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;</p> <p>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, any Guarantor or any Key Subcontractor;</p> <p>d) the Supplier, any Guarantor or any Key Subcontractor commits a material breach of covenant to its lenders;</p> <p>e) a Key Subcontractor notifies the Relevant Authority that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; or</p> <p>f) any of the following in respect of the Supplier, any Guarantor or any Key Subcontractor: (i) commencement of any litigation with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; ii) non-payment of any financial indebtedness; iii) any financial indebtedness becoming due as a result of an event of default; iv) the cancellation or suspension of any financial indebtedness or v) an external auditor expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the</p>

	<p>statutory accounts of that entity, in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract;</p>
<b>“Financial Reports”</b>	<p>a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> <li>a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</li> <li>b) provides a true and fair reflection of the costs and expenses to be incurred by Key subcontractors (as requested by the Buyer);</li> <li>c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</li> <li>d) is certified by the Supplier’s Chief Financial Officer or Director of Finance;</li> </ul>
<b>“Financial Representative”</b>	<p>a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;</p>
<b>“Financial Transparency Objectives”</b>	<ul style="list-style-type: none"> <li>a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</li> <li>b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</li> <li>c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</li> <li>d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</li> <li>e) the Parties challenging each other with ideas for efficiency and improvements; and</li> <li>f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;</li> </ul>
<b>“Flexible Working”</b>	<p>also known as flextime or flexitime, refers to non-traditional working arrangements that take into account an individual's personal needs</p>

<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>	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
<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 notice published on the Find a Tender Service;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>"Framework Expiry Date"</b>	the scheduled 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 Optional Extension Period"</b>	such period or periods beyond which the Framework Contract Period may be extended as 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);
<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>"UK GDPR"</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"General Ledger"</b>	the main accounting record of a company or organization
<b>"Global Design Principles"</b>	a set of common processes and procedures, which are used by core government departments and their arms' length bodies, (ALBs), to ensure consistency across government and facilitate greater sharing of expertise;
<b>"Gold Contract"</b>	A Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool.
<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>	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:

	<ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</li> </ul>
<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>"Historic Volumes"</b>	the level of activity that has previously been delivered
<b>"HM Government"</b>	Her Majesty's Government;
<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>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) 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>"Incumbent Supplier"</b>	is the Supplier already engaged by the customer to provide the Services which are to be provided by the Supplier on the commencement of the contract for Services
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;

<p><b>"Independent Control"</b></p>	<p>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;</p>
<p><b>"Indexation"</b></p>	<p>the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;</p>
<p><b>"Information"</b></p>	<p>has the meaning given under section 84 of the Freedom of Information Act 2000;</p>
<p><b>"Information Commissioner"</b></p>	<p>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;</p>
<p><b>"Initial Period"</b></p>	<p>the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;</p>
<p><b>"Insolvency Event"</b></p>	<p>with respect to any person, means:</p> <p>a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <ul style="list-style-type: none"> <li>i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> <p>b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or</p>

	<p>any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>f) where that person is a company, a LLP or a partnership:</p> <ul style="list-style-type: none"> <li>i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> <li>ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</li> <li>iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</li> <li>iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</li> </ul> <p>g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>"Installation Works"</b>	<p>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;</p>
<b>"Intellectual Property Rights" or "IPR"</b>	<ul style="list-style-type: none"> <li>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</li> <li>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</li> <li>c) all other rights having equivalent or similar effect in any country or jurisdiction;</li> </ul>

<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 income tax and National Insurance contributions as an employee 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>"ISO"</b>	International Organization for Standardization;
<b>"ITIL Framework"</b>	ITIL is a set of detailed practices for IT service management that focuses on aligning IT services with the needs of business;
<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 Performance Indicator"</b>	Measures to assess and understand service performance;
<b>"Key Personnel"</b>	individuals (if any) identified as such in the Order Form;
<b>"Key Staff"</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>	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>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</li> <li>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,</li> </ul> <p>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;</p>

<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;
<b>"LBAC"</b>	Label-based access control (LBAC) greatly increases the control you have over who can access your data. LBAC lets you decide exactly who has write access and who has read access to individual rows and individual columns;
<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>"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>"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;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"NCSC"	National Cyber Security Centre
"New IPR"	<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>
"New Service"	a service that prior to engagement does not exist in its required form;
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> <li>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;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Off-Shore"	Services delivered from outside the United Kingdom

“OLA”	an operational-level agreement (OLA) defines the interdependent relationships in support of a service-level agreement (SLA);
“On-Shore”	Services delivered from within the United Kingdom
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul 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) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</li> <li>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>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;</li> <li>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</li> <li>h) the actual Costs profile for each Service Period;</li> </ul>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;

"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Overpayments"	payment in excess of what is due;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. " <b>Parties</b> " shall mean both of them where the context permits;
"Payment Processing"	The transactions in regards to taking/making payments both by an agent and the front end/back end systems required.
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <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> ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;

<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 performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <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>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;
<b>"Rating Agency"</b>	as defined in the Framework Award Form or the Order Form, as the context requires;

<b>"RBAC"</b>	Role-based access control (RBAC) restricts network access based on a person's role within an organization
<b>"Recall"</b>	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;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:  a) full details of the Default that has occurred, including a root cause analysis;  b) the actual or anticipated effect of the Default; and  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 10.3.1 to 10.3.4 (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>	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:  a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and  b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
<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>	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>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>
<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 10.5 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>"RTI"</b>	Real Time Information
<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>"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 Credits"</b>	the sums payable in respect of the failure by the Contractor to meet one or more Service Levels;
<b>"Service Delivery"</b>	the act of delivering a service to customers;
<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 Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Level Agreement"</b>	An agreement between the supplier of a service and its customer, which quantifies the minimum Service Levels which meets business needs
<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>"Shared Services Strategy"</b>	a delivery model for the effective and efficient delivery of non-core <b>services</b> to the business. It employs a specialist team, geographically unconstrained, and focuses on the requirements of the customer
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided;</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</li> <li>c) those premises at which any of the Supplier's equipment or any part of the Supplier's systems used in the performance of the Contract</li> <li>d) is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));</li> </ul>

<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>"Standard Service Levels"</b>	all Service Levels other than those designated as Key Performance Indicators
<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>	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<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>"Subject Access Request"</b>	a written request to a company or organisation asking for access to the personal information it holds on you;
<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>	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
<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;
<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 Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<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 Management"</b>	is the handling of the entire production flow of a good or service to maximize quality, delivery, customer experience and cost-effectiveness;
<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>"Tax"</b>	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
<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 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 "</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> and <b>"Testing"</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>"TUPE"</b>	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
<b>"United Kingdom"</b>	the country that consists of England, Scotland, Wales, and Northern Ireland
<b>"Value Added Services"</b>	are features that can be added to a core product to enhance the user experience or a service that could function as a standalone product or feature
<b>"Variation"</b>	any change to a 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);

<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>"WCAG Principles"</b>	the Web Content Accessibility Guidelines (WCAG) are organized by four main principles, which state that content must be POUR: Perceivable, Operable, Understandable, and Robust. WCAG is the most-referenced set of standards in website accessibility lawsuits and is widely considered the best way to achieve accessibility;
<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;
<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;
<b>"Work Day"</b>	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>"Work 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.

## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 25 (Changing the Contract)

<b>Contract Details</b>	
This variation is between:	<b>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>
<b>Details of Proposed Variation</b>	
Variation initiated by:	<b>[delete as applicable: 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>
<b>Impact of Variation</b>	
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>
<b>Outcome of Variation</b>	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>• <b>Buyer to insert</b> original Clauses or Paragraphs to be varied and the changed clause]</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>

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 the 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.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in  
Capitals)

Address

---

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

Signature

Date

Name (in  
Capitals)

Address

# Joint Schedule 3 (Insurance Requirements)

## 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 Buyer shall be indemnified in respect of claims made against the Buyer 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 Buyer 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 Buyer, 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 Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

### **6. Cancelled Insurance**

6.1 The Supplier shall notify the Buyer 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 Buyer (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 Buyer receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such

claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer 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 Buyer) 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 Buyer 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 insurance cover from the Framework Start Date in accordance with this Schedule:

1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than twenty million pounds (£20,000,000);

1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than twenty million pounds (£20,000,000); 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 Buyer's obligation to disclose Information in accordance with FOIA or Clause 17 (When you can share information), the Buyer 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	14/05/2024	[Redacted] under FOIA Section 43, Commercial Interest	In perpetuity
2	14/05/2024	[Redacted] under FOIA Section 43, Commercial Interest	In perpetuity
3	14/05/2024	[Redacted] under FOIA Section 43, Commercial Interest	For a period no less than 3 years after contract expiration
4	14/05/2024	[Redacted] under FOIA Section 43, Commercial Interest	For a period no less than 3 years after contract expiration
5	14/05/2024	[Redacted] under FOIA Section 43, Commercial Interest	For a period no less than 3 years after contract expiration

# Joint Schedule 6 (Key Subcontractors)

## 1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.

1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.

1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

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

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

1.3.3 the proposed Key Subcontractor employs unfit persons.

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

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

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

1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;

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

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

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

1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub-Contract; and

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

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

1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;

1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;

1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;

1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:

- (a) the data protection requirements set out in Clause 15 (Data protection);
- (b) the FOIA and other access request requirements set out in Clause 17 (When you can share information);
- (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
- (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
- (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 11.4 (When CCS or the Buyer can end this contract) and 11.6 (What happens if the contract ends) of this Contract; and

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

# Joint Schedule 7 (Financial Difficulties)

*[Supplier to note: This schedule will be updated at contract award to reflect the financial standing of the contracted Supplier, and any Key Sub-contractor(s), and any Guarantor(s) that emanated from the FVRAT evaluation. The Buyer reserves the right to update this schedule to reflect either any concerns identified during the FVRAT evaluation and/or any mitigations requested of the Supplier that are required to ensure Service delivery]*

## 1. Definitions

In this Schedule, the following definitions shall apply:

<b>“Applicable Financial Indicators”</b>	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in paragraph 5.2 of this Schedule;
<b>“Board”</b>	means the Supplier’s board of directors;
<b>“Board Confirmation”</b>	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
<b>“Cabinet Office Markets and Suppliers Team”</b>	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
<b>“Credit Rating Threshold”</b>	the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule
<b>“Economic and Financial Standing Assessment” or “Assessment”</b>	Means an assessment of the Supplier’s and their Key Sub-Contractors economic and financial standing undertaken by the supplier in accordance with this Schedule;
<b>“FDE Group”</b>	means the [Supplier, Key Sub-contractors, [the Guarantor] and the [Monitored Suppliers]];
<b>“Financial Distress Event”</b>	Any of the events listed in Paragraph 3.1 of this Schedule;
<b>“Financial Distress Remediation Plan”</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;
<b>“Financial Indicators”</b>	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of this Schedule and in

	respect of each Monitored Supplier, means those Applicable Financial Indicators;
<b>“Financial Target Thresholds”</b>	means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;
<b>“Monitored Suppliers”</b>	means those entities specified at paragraph 5.2 of this Schedule;
<b>“Rating Agencies”</b>	The rating agencies listed in Annex 1 of this Schedule;
<b>“Strategic Supplier”</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> .

## 2. Warranties and duty to notify

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

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

The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

The Supplier shall:

3. regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
4. monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and
5. promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold; or

Each report submitted by the Supplier pursuant to paragraph 2.3 shall:

6. be a single report with separate sections for each of the FDE Group entities;
7. contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;
8. include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
9. be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
10. include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.

### **3. Financial Distress Events**

The Supplier shall promptly notify the Buyer in writing if any of the following Financial Distress Events occur in respect of the Supplier and/or a Key Sub-Contractor The following shall be, but not exclusively, Financial Distress Events:

11. the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
12. an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
13. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
14. an FDE Group entity committing a material breach of covenant to its lenders;
15. a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;

16. there is a sudden and/or unexpected change in the Chief Executive Officer and/or the Finance Director (or equivalents).
17. An FDE Group entity appoints an administrator or receiver;
18. an FDE Group entity is late filing of statutory accounts with Companies House;
19. in the auditor's opinion the an FDE Group entity is no longer a 'going concern';
20. any of the following:
  1. commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
  2. non-payment by an FDE Group entity of any financial indebtedness;
  3. any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
  4. the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
  5. the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

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

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

#### **4. Consequences of Financial Distress Events**

Immediately upon notification by the Supplier of a Financial Distress Event (or if the Buyer becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1(e), the Buyer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:

22. rectify such late or non-payment; or
23. demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.

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

24. at the request of the Buyer, meet the Buyer as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Buyer may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and
25. where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:
  1. submit to the Buyer for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Buyer may permit and notify to the Supplier in writing); and
  2. to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

The Buyer shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Buyer does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Buyer within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Buyer or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.

If the Buyer considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.

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

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

1. review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Buyer, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
  2. provide a written report to the Buyer setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
27. where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Remediation Plan to the Buyer for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
28. comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.

The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3(b)(ii) is available when required and on request from the Buyer and within reasonable timescales. Such measures may include:

29. obtaining in advance written authority from Key Sub-contractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
30. agreeing in advance with the Buyer, Key Sub-contractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Buyer;
31. putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Buyer (which may include making price sensitive information available to the Buyer's nominated personnel through confidential arrangements, subject to their consent); and

32. disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

## 5. Financial Indicators

Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

<b>Financial Indicator</b>	<b>Calculation<sup>1</sup></b>	<b>Financial Target Threshold:</b>	<b>Monitoring and Reporting Frequency [if different from the default position set out in Paragraph Error! Reference source not found.]</b>
<b>1 Operating Margin</b>	<i>Operating Margin = Operating Profit / Revenue</i>	<i>= or &gt; 10%</i>	<i>See paragraph 2.3</i>
<b>2 Turnover Ratio</b>	<i>Annual Supplier Turnover to GiTIS Annual Contract Value</i>	<i>&gt; 2 times</i>	<i>See paragraph 2.3</i>
<b>3 Net Debt to EBITDA ratio</b>	<i>Net Debt to EBITDA Ratio</i>	<i>&lt; 2.5 times</i>	<i>See paragraph 2.3</i>
<b>4 Acid Ratio</b>	<i>Acid Ratio = (Current Assets – Inventories) / Current Liabilities</i>	<i>&gt; 1 times</i>	<i>See paragraph 2.3</i>

Key: 1 – see Annex 3 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

Monitored Suppliers – [to be updated at contract award] the monitoring of financial indicators will apply to the following FDE Group entities

<b>Monitored Supplier</b>	<b>Applicable Financial Indicators</b>

[Entity 1 e.g Group Member, Sub-contractor, Relevant Parent Company etc.]	1 – Operating Margin 2 – Turnover 3 - Net Debt to EBITDA 4 – Acid Test
[Entity 2 e.g Group Member, Sub-contractor, Relevant Parent Company etc.]	As above
[etc.]	[etc.]

## 6. Termination rights

The Buyer shall be entitled to terminate the Contract if:

33. the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.3.3;
34. the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
35. the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6(c),

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

## 7. Primacy of Credit Ratings

Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1(b) to 3.1(g), the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:

36. the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
37. the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3(b)(ii).

## 8. Board confirmation

If the Contract has been specified as a Critical Service Contract under Paragraph 2.1 of Part B of Annex 1 to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) days after each Accounting Reference Date or

within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Buyer in the form set out at Annex 4 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

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

The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.

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

Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

# **Annex 1: Rating Agencies and their standard Rating System**

The Buyer utilises the service from Dunn and Bradstreet identified as 'Financial Analytics' as the basis of its supplier monitoring. Annex 2 identifies the indicators and thresholds the Buyer utilises from Financial Analytics

The Buyer may at time to time replace Dunn and Bradstreet with an alternative service. If an alternative service is used, the Buyer will utilise equivalent rating indicators that most closely match Dunn and Bradstreet's Financial Analytics.

# Annex 2: Credit Ratings and Credit Rating Thresholds

*[Supplier to note: This Annex 2 will be updated at contract award to reflect the financial standing of the contracted Supplier, and any Key Sub-contractors, relevant Guarantors, that emanated from the FVRAT evaluation. The Buyer reserves the right to update Annex 2 to reflect the appropriate rating for each FDE Group entity and their individual credit rating, financial strength score and risk indicator at the point of contract award. If an FDE Group entity's respective individual rating(s) do not meet the ratings set out below, then the Buyer reserves the right to request additional mitigations be put in place to the Buyer's satisfaction.]*

<b>Entity</b>	<b>Credit Rating</b>	<b>Financial Strength score</b>	<b>Risk Indicator</b>
Supplier	Financial Failure Score = or >70	1A 2A 3A	1 or 2
[Guarantor]	As above	As above	As above
[Key Subcontractor]	As above	As above	As above

# Annex 3: Calculation methodology for Financial Indicators

The Buyer uses the Cabinet Office’s Financial Viability Risk Assessment Tool (FVRAT) to calculate financial indicators. The FVRAT is periodically updated and the Buyer will default to using the latest published version when undertaking calculations. The prevailing FVRAT will take primacy over all other Financial Indicator methodologies as set out in this Annex 3.

For information, and to guide the Supplier to ensure that it provides appropriate calculations and sources of information, the following sets out a general methodology as well as methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

## General methodology

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

## Financial Indicator Methodology

Financial Indicator	Methodology
1 Operating Margin	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity’s share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>

<p><b>2 Turnover Ratio</b></p>	<p>Annual Supplier turnover shown within the Income Statement compared to the average annual GiTIS contract value</p>
<p><b>3 Net Debt to EBITDA ratio</b></p>	<p>“<b>Net Debt</b>” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>“<b>EBITDA</b>” = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p><u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless ‘Net Debt + Net Pension Deficit’ is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>

**4 Acid Ratio**

All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.

# Annex 4: Board Confirmation

**Supplier Name:**

**Contract Reference Number:**

The Board of Directors acknowledge the requirements set out at paragraph **Error! Reference source not found.** of Joint Schedule 7 (*Financial Distress*) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

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

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

On behalf of the Board of Directors:

Chair .....

Signed .....

Date .....

Director .....

Signed .....

Date .....

# **Joint Schedule 8 (Guarantee) – Not Required**

# Joint Schedule 9 (Minimum Standards of Reliability)

## 1. Standards

**1.1** No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice (“**Minimum Standards of Reliability**”) at the time of the proposed award of that Call-Off Contract.

**1.2** CCS shall assess the Supplier’s compliance with the Minimum Standards of Reliability:

**1.2.1** upon the request of any Buyer; or

**1.2.2** whenever it considers (in its absolute discretion) that it is appropriate to do so.

**1.3** In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 11.4 (When CCS or the Buyer can end this contract).

# Joint Schedule 10 (Rectification Plan)

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

Signed by the Supplier:		Date:	
<b>Review of Rectification Plan Buyer</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)			
Signed by Buyer		Date:	

# Joint Schedule 11 (Processing Data)

## Definitions

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

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

## Status of the Controller

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

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under 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

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. 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 15.3 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 15 (*Data protection*), 16 (*What you must keep confidential*) and 17 (*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 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 and/or process 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 UK 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.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the

timescales reasonably required by the Controller) including by immediately providing:

- (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.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. 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.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
  - (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.
17. 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*).
18. 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*).
19. 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 Buyer at its absolute discretion.

██████ The contact details of the Buyer’s Data Protection Officer are: [Redacted] under FOIA Section 40, Personal Information

1.2 The contact details of the Supplier’s Data Protection Officer are: [Redacted] under FOIA Section 40, Personal Information

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 Buyer 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 Buyer is the Controller and the Supplier is a Processor of the following Personal Data:</p> <p>Any individual who has registered on the Get into Teaching database. Their personal data will include some or all of the information included further down this table.</p> <p>Whilst the majority of individuals will register on to the Get into Teaching service via the Get into Teaching website, agents or advisers from the Supplier may collect additional information included in the list above. In these cases, the Supplier will remain the Processor rather than the Controller of the data.</p> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <li>● Data collected from the live chat service, which could include:                             <ul style="list-style-type: none"> <li>○ Name</li> <li>○ Email address</li> <li>○ IP Address</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Country and City associated with said IP</li> <li>○ Browser and version information</li> <li>○ Device type</li> </ul> <p>This list is subject to change over time.</p>
Duration of the Processing	The processing is ongoing for the duration of the contract.
Type of Personal Data	<p>Any individual who has registered on the Get into Teaching database. Their personal data will include some or all of:</p> <ul style="list-style-type: none"> <li>● First name</li> <li>● Last name</li> <li>● Date of birth</li> <li>● Home postal address</li> <li>● Telephone number</li> <li>● Email address</li> <li>● Teacher Reference number</li> <li>● Subjects the candidate is interested in teaching (maximum 2 choices)</li> <li>● The year they intend to start teacher training</li> <li>● Stage the candidate is at with degree study</li> <li>● The region they intend to do their Initial Teacher Training</li> <li>● IP address</li> <li>● Communications between the adviser/call agents and the candidates (free text)</li> <li>● Candidate's qualifications</li> <li>● School experience the candidate has undertaken</li> <li>● Languages they can speak and/or teach</li> <li>● ITT providers they've applied to</li> <li>● Barriers or concerns the candidate has that may prevent them from starting an ITT course</li> <li>● The candidate's previous work experience/career history</li> <li>● Communications between the adviser/call agents and the candidates (free text)</li> </ul> <p>This list is subject to change over time.</p>
Categories of Data Subject	Customers

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>The following detail matches the DPIA of the Get into Teaching CRM system, which is subject to change over time:</i></p> <p>As per our privacy policy, data is securely stored for a maximum of 5 years, after which it is deleted from the system. We know that candidates take varying lengths of time to reach a decision on whether they will apply for a teacher training course, and that some may take 5 years to make this decision. After 5 years, all personal data on a candidate’s record is anonymised by the process below.</p> <p>In some cases, we anonymise candidate data earlier than 5 years after we receive it:</p> <ul style="list-style-type: none"> <li>● When their record is determined “dormant” according to a set of criteria.</li> </ul> <p>Process for Deletion and Anonymisation in CRM</p> <ul style="list-style-type: none"> <li>● If a candidate has been registered for 5 years and then meets the below criteria of inactivity, their data will be removed (deleted) from the CRM: <ol style="list-style-type: none"> <li>1. A candidate who has not gone on an event for 3 years</li> <li>2. A candidate who’s not had a TTA or EEA assigned to them for 3 years</li> <li>3. For a start, we should keep any candidate with an ITT start year from 2020 onwards</li> <li>4. If a candidate has been inactive for 3 years, there is no need to still retain their data. If they become active, they should sign up afresh.</li> </ol> </li> <li>● If they have been registered for 5 years or more – and/or have been active in the last 3 years and engaged with TTA/EEA – then their data is kept for longer than 5 years from it being acquired into the CRM. We do in this circumstance host data within CRM for longer than 5 years.</li> </ul> <p>Anonymisation:</p> <ul style="list-style-type: none"> <li>● RTBF – if someone requests to be forgotten from CRM – unless they also meet the above criteria for deletion, their data will be anonymised rather than fully removed/deleted from CRM.</li> </ul>
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## 2. **Audit**

### 2.1 The Supplier shall permit:

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

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

## 3. **Impact Assessments**

### 3.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

## 4. **ICO Guidance**

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

## 5. **Liabilities for Data Protection Breach**

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

- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the

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

- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 36 of the Core Terms (Resolving disputes).

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

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

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

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

## 6. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 11 of the Core Terms (*Ending the contract*).

## 7. Sub-Processing

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

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

## 8. Data Retention

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

# Joint Schedule 12 (Supply Chain Visibility)

## 1. Definitions

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

**"Contracts Finder"** the Government's publishing portal for public sector procurement opportunities;

**"SME"** an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003

concerning the definition of micro, small and medium sized enterprises;

**“Supply Chain Information Report Template”** the document at Annex 1 of this Schedule 12; and

**"VCSE"** a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

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

2.1 The Supplier shall:

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

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

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

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

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

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

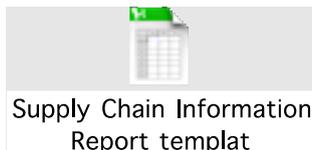
2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

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

## **3. Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Buyer which incorporates the data described in the Supply Chain Information Report Template which is:
- (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Buyer.

### **Annex 1: Supply Chain Information Report template**



## 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>
SLA/KPI	Report on achievement of supplier performance.	Electronic, in a format to be agreed.	<b>Annually*</b> *Top 3 KPI for Gold contracts reported quarterly
Bi-Annual Review Report	To include: Summary of the previous 6 months, useful trends and feedback and suggestions for innovation going forward, service levels and general performance of the service.  A strategic update from Supplier on potential improvements and innovations.	Electronic, in a format to be agreed	<b>Bi-Annually</b>
Social Value Report	Report on the achievement (and that of its sub- contractors) activities to deliver the measures /outcomes detailed in the supplier's tender:	TBA	Annually

	<p>Social Value Theme: <b>Equal Opportunity</b></p> <p>Demonstrating effective measures to deliver any/all of the following benefits through the Contract:</p> <ul style="list-style-type: none"> <li>a) Xxx</li> <li>b) Xxx</li> <li>c) Xxx</li> <li>d)</li> </ul>		
Annual Satisfaction Survey	<p>Annual Satisfaction Survey* To be measured in xxx and should cover both internal customers/stakeholders of the service and external users of the service.</p> <p>*Working in partnership with DfE to define scope and targeted customer audience.</p>	Electronic, in a format to be agreed	<b>Annually to be measured in xxx</b>
Organisation Supply Chain	Modern Slavery Report - compliance with Modern Slavery Act 2015	Electronic in a format to be agreed	<b>Annually*</b> <b>*Shall form part of quarterly contract management discussions</b>

# 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):

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

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

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief,

gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**"Former Supplier"**

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

**"New Fair Deal"**

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

- (i) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

**"Old Fair Deal"**

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

**"Partial Termination"**

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 11.4 (When

CCS or the Buyer can end this contract) or 11.5 (When the Supplier can end the contract);

**"Relevant Transfer"**

a transfer of employment to which the Employment Regulations applies;

**"Relevant Transfer Date"**

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

**"Staffing Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement

benefit schemes, share option schemes and company car schedules applicable to them;

- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"Supplier's Final Supplier Personnel List"**

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

**"Supplier's Provisional Supplier Personnel List"**

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

**"Term"**

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

**"Transferring Buyer Employees"**

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

**"Transferring Former Supplier Employees"**

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

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

## 3. Which parts of this Schedule apply

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

### [TO BE FINALISED AT CONTRACT AWARD]

[Part A (Staff Transfer at the Start Date – Outsourcing from the Buyer)]	
[Part B (Staff Transfer at the Start Date – Transfer from a Former Supplier)]	
[Part C (No Staff Transfer on the Start Date)]	
[Part D (Pensions)	]
[ - Annex D1 (CSPS)	]
[ - Annex D2 (NHSPS)	]
[ - Annex D3 (LGPS)	]
[ - Annex D4 (Other Schemes)	]
Part E (Staff Transfer on Exit)	

# Part A: Staff Transfer at the Start Date

## Outsourcing from the Buyer

Does not apply.

# Part B: Staff transfer at the Start Date

## Transfer from a Former Supplier

### 1. What is a relevant transfer

- 1.1 The Buyer and the Supplier agree that:
  - 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
  - 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.
- 1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

### 2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:
  - 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment

- Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
- (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any

Subcontractor to comply with regulation 13(4) of the Employment Regulations.

- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
  - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
  - 2.5.2 such offer has been made but not accepted; or
  - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

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

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

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

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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.

2.8 If Subcontract or any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### **3. Indemnities the Supplier must give and its obligations**

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the

Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

- 3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment

from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
  - 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
  - 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.
- 4. Information the Supplier must give**

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former

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

## **5. Cabinet Office requirements**

- 5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
  - 5.1.2 Old Fair Deal; and/or
  - 5.1.3 The New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

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

Notwithstanding any other provisions of this Part B, where in this Part B 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.

## **7. Pensions**

- 7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:
- 7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ;  
and
  - 7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

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

that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

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

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

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

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

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

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

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

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

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

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

**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.

# Part D: Pensions

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

## 1. Definitions

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

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

<b>"CSPS"</b>	the schemes as defined in Annex D1 to this Part D;
<b>"Direction Letter/Determination"</b>	has the meaning in Annex D2 to this Part D;
<b>"Fair Deal Eligible Employees"</b>	each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);
<b>"Fair Deal Employees"</b>	<p>any of:</p> <ul style="list-style-type: none"> <li>(a) Transferring Buyer Employees;</li> <li>(b) Transferring Former Supplier Employees;</li> <li>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;</li> <li>(d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);</li> </ul> <p>who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;</p>
<b>"Fund Actuary"</b>	a Fund Actuary as defined in Annex D3 to this Part D;
<b>"LGPS"</b>	the scheme as defined in Annex D3 to this Part D;

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

**"Statutory Schemes"** means the CSPS, NHSPS or LGPS.

## **2. Supplier obligations to participate in the pension schemes**

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
  - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
  - 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer<sup>1</sup>.

## **3. Supplier obligation to provide information**

- 3.1 The Supplier undertakes to the Buyer:
    - 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
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- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);
- 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

#### **4. Indemnities the Supplier must give**

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

- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
- 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
- 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
  - (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or
- 4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

4.2 The indemnities in this Part D and its Annexes:

4.2.1 shall survive termination of the relevant Contract; and

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

## **5. What happens if there is a dispute**

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

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

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

## **6. Other people's rights**

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

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

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

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

## **8. Transferring Fair Deal Employees**

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

## **9. What happens to pensions if this Contract ends**

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

## **10. Broadly Comparable Pension Schemes on the Relevant Transfer Date**

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the

relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

- 10.2 Such Broadly Comparable pension scheme must be:
    - 10.2.1 established by the Relevant Transfer Date<sup>2</sup>;
    - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
    - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
    - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
    - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
  - 10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
    - 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
    - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
    - 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect
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of any Fair Deal Eligible Employee who consents to such a transfer<sup>3</sup>; and

10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

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

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

10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been

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paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

## **11. Broadly Comparable Pension Scheme in Other Circumstances**

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 11.2 Such Broadly Comparable pension scheme must be:
- 11.2.1 established by the date of cessation of participation in the Statutory Scheme<sup>4</sup>;
  - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
  - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
  - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
  - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation
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- in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
- 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme<sup>5</sup>; and
- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or
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actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

## **12. Right of Set-off**

- 12.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:
- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPS or any CSPS Admission Agreement in respect of the CSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
  - 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPS or any Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
  - 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

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

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

# Annex D1: Civil Service Pensions Schemes (CSPS)

## 1. Definitions

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

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

## 2. Access to equivalent pension schemes after transfer

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

in the CSPA in accordance with the provisions governing the relevant section of the CSPA for service from (and including) the Relevant Transfer Date.

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

# Annex D2: NHS Pension Schemes

## 1. Definitions

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

<b>"Direction Letter/Determination"</b>	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;
<b>"NHS Broadly Comparable Employees"</b>	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none"><li>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or</li><li>(b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),</li></ul> <p>but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in</p>

respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.

**"NHSPS Eligible Employees"**

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

**"NHSPS Fair Deal Employees"**

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

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

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

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/Determination or other NHSPS "access" facility but who has never been employed directly by the

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

**"Pension Benefits"** any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

## 2. Membership of the NHS Pension Scheme

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

Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.

2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

### **3. Continuation of early retirement rights after transfer**

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

### **4. NHS Broadly Comparable Employees**

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

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

5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.

5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

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

6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:

6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or

6.1.2 a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

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

## **7. Indemnities that a Supplier must give**

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

# Annex D3: Local Government Pension Schemes (LGPS)

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

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

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

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

## 1. Definitions

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

<b>"2013 Regulations"</b>	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
<b>"Administering Buyer"</b>	in relation to <b>the Fund [insert name]</b> , the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations;
<b>"Fund Actuary"</b>	the actuary to a Fund appointed by the Administering Buyer of that Fund;
<b>"Fund"</b>	<b>[insert name], a pension fund within the LGPS;</b>
<b>["Initial Contribution Rate"<sup>6</sup>]</b>	[XX %] of pensionable pay (as defined in the 2013 Regulations);]

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

## **2. Supplier to become an LGPS Admission Body**

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

## **OPTION 1<sup>7</sup>**

2.2 [Any LGPS Fair Deal Employees who:

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

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

## **OPTION 2**

[Any LGPS Fair Deal Employees whether:

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

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

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

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

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### **3. Broadly Comparable Scheme**

- 3.1** If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.
- 3.2** If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of paragraph 11 of Part D.

### **4. Discretionary Benefits**

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

### **5. LGPS RISK SHARING<sup>8</sup>**

- 5.1** Subject to paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the "Excess Amount") shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2** Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or
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payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A–B (the “Refund Amount”) where:

**A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and**

**B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.**

5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “Exit Payment”), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.

5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:

- 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
- 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise<sup>9</sup>;
- 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
- 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
- 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;

- 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
  - 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
  - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
  - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
  - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
- 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
  - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any

revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.

- 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, the Buyer shall either:
- 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
  - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
  - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This paragraph 5 shall survive termination of the relevant Contract.

# **Annex D4: Other Schemes**

Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]

# Part E: Staff Transfer on Exit

## 1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
  - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
  - 1.1.3 the date which is 12 Months before the end of the Term; and
  - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and

expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any

Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

## **2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in

whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

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

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

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

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

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

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

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

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(b) the Supplier and/or any Subcontractor; and

(c) the Replacement Supplier and/or the Replacement Subcontractor.

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

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

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

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

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

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

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

2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier

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

- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

## **Call-Off Schedule 3 (Continuous Improvement)**

### **1. Buyer's Rights**

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 1.2 The Supplier acknowledges that the proposals it identifies as part of its technical solution, submitted at Tender stage, to improve the Deliverables will be enforceable during the contract term.
- 1.3 The Supplier must seek the Buyer's explicit permission for any significant changes to their service delivery model throughout the Contract period. The proposals for change must be discussed and agreed with the Buyer before the proposed change is implemented.

### **2. Supplier's Obligations**

- 2.1 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.
- 2.2 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.

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

2.3.1 identifying the emergence of relevant new and evolving technologies;

2.3.2 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);

2.3.3 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

2.3.4 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

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

2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

2.8.2 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.

2.9 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 2.3.

2.10 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.

## Call-Off Schedule 5 (Pricing Details)

### DEFINITIONS

The following capitalised terms used in this document shall have the following meanings:

Cohorts	The group of candidates in an annual service delivery period that access the Get into Teaching Information Service.
Gainshare Assessment	Gainshare is the contractual arrangement where a Supplier proposes a new or improved way of providing services that will provide actual savings which will be shared between the Supplier and the Buyer.
Gainshare Payment	The actual savings which will be shared between the Supplier and the Buyer after the agreed delivery of a gainshare opportunity.
National Living Wage	The National Living Wage is higher than the National Minimum Wage - workers get it if they're over 23.
National Minimum Wage	The National Minimum Wage is the minimum pay per hour almost all workers are entitled to.
Price Per Productive Minute (PPPM)	as defined in Attachment 4 – Pricing Schedule;
Price per Conversion	as defined in Attachment 4 – Pricing Schedule;
Reimbursable Expenses	Include (but not limited to) all travel and subsistence

	expenses related to the attendance at DfE events by Advisors, Agent, Event Support Agents, and other Teleperformance staff as required. Reimbursable Expenses will be claimed in line with the DfE Expenses Policy.
Service Delivery Period	The annual service delivery period that the supplier delivers the Get into Teaching Information Service.

## **1. GENERAL PROVISIONS**

### **1.1 General**

- 1.1.1 The Supplier acknowledges and agrees that: Subject to paragraph 1.3 of this Call Off Schedule 5 (Adjustment of Call Off Contract Charges), the Charges cannot be increased during the Call Off Contract Period
- 1.1.2 The Buyer shall pay the Supplier the Charges in accordance with Annex 1 (Call Off Charges) and as set out in Annex 2 (Pricing Schedule) for the delivery of the Services, based on costs as agreed in line with the submitted Attachment 4 - Pricing Schedule, subject to satisfying the Buyer's payment conditions for the delivery of Services. These include satisfactorily meeting the Service Levels, as set out in Call-Off Schedule 14 (Service Levels).
- 1.1.3 The Charges are inclusive of all expenses incurred by the Supplier in relation to its provision of the Services and unless agreed otherwise in writing between the Supplier and the Buyer, the Supplier shall not be entitled to claim any expenses in addition to the Charges. The Supplier shall be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges under this Call-Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.
- 1.1.4 At any time during the Call-Off Period (including, for the avoidance of doubt, at any time before and/or after payment by the Buyer to the Supplier) the Buyer shall be entitled to validate any claim for payment made by the Supplier. At all times the Supplier shall provide all necessary assistance as requested by the Buyer.
- 1.1.5 The Charges should be submitted in a monthly invoice in accordance with Annex 2 (Invoicing Procedure).
- 1.1.6 Indexation shall be applied in accordance with Annex 1 (Call Off Charges), Paragraph 3.

### **1.2 Recovery of Sums Due**

- 1.2.1 Whenever under the Call-Off Contract any sum of money is recoverable from the Supplier, or payable by the Supplier (including any sum which the Supplier is liable to pay to the Buyer in respect of any breach of the Call-Off Contract), the Buyer may set off the sum from any sum due, or which at any later time may become any other agreement or contract with the Buyer or the Crown.

- 1.2.2 Any overpayment by either Party, whether of the Charges or of VAT or otherwise shall be the sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 1.2.3 The Supplier shall make any payments due to the Buyer without any deductions whether by way of offset, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by Buyer to the Supplier.

### 1.3 Pricing of Variations

- 1.3.1 The provisions of this Paragraph 1.3.1 shall apply to the pricing of any Variation, or proposed Variation, and the calculation of any change to the Charges consequent upon a Variation (or proposed Variation).
- 1.3.2 The Parties acknowledge that a Variation or proposed Variation may have an impact on the Charges in one or more of the following ways:
- (a) a one-off cost, in which case paragraph 1.3.5. shall apply;
  - (b) subject to the Supplier's obligation to mitigate increases in the Charges, a variation to a process may result in an amendment to the Charges, in which case paragraph 1.3.6 shall apply;
  - (c) the cost of any up-front investment by the Supplier in order to achieve a Variation.
- 1.3.3 In any of the cases referred to in paragraphs 1.3.2(a) to 1.3.2(c) above, and without prejudice to Paragraph 1.3.1, the Supplier shall use the Attachment 4 – Pricing Schedule provided by the Buyer to demonstrate and justify any claim for additional or reduced Charges arising as a result of any proposed Variation.
- 1.3.4 Where a Variation is requested by either Party under the Variation Procedure then, subject to the terms of the Variation Procedure, the Supplier shall at its own cost prepare, populate and submit for the Buyer's approval a specific version of the Attachment 4 – Pricing Schedule demonstrating the impact of the proposed Variation which shall:
- (a) Be based on and reflect the principles of the Attachment 4 – Pricing Schedule, having regard to any assumptions stated in the Attachment 4 – Pricing Schedule which affect the Charges;
  - (b) Include estimated volumes of each type of resource to be employed and the applicable average annual salary for resource employed specified in the Attachment 4 – Pricing

Schedule;

- (c) Include full disclosure of any assumptions underlying such a quotation. The Buyer reserves the right to request further clarity around these assumptions and the underlying calculations until it is satisfied as to their validity; and include evidence of the cost of any assets required for the Variation.

1.3.5 Where paragraph 1.3.2(a) applies:

- (a) The Supplier shall be paid in full upon completion, or by an agreed schedule of milestone payments (both payment options subject to meeting specified acceptance criteria agreed at the outset).
- (b) The Buyer shall issue a separate purchase order and the Supplier shall raise a separate invoice or credit note in respect of the one-off cost.

1.3.6 Where paragraph 1.3.2(b) applies:

- (a) Any necessary changes to the Charges shall be affected by means of changes to the relevant Tables in Annex 1 (Call off Charges) of this Schedule; and
- (b) Any necessary changes to the Charges will be in accordance with the original requirements for the completion of the Attachment 4 – Pricing Schedule as set out in the Attachment 3 – Statement of Requirements.

1.3.7 Where paragraph 1.3.2(c) applies, the applicable element shall be dealt with in accordance with paragraph 1.3.6 above and any up-front investment required to implement it shall itself be dealt with through an adjustment to the relevant Charges under paragraph 1.3.6 above or treated as a one-off cost in accordance with paragraph 1.3.5 above.

1.3.8 Following implementation of a Variation, the Buyer shall make any necessary consequential changes and/or updates to the relevant Tables in Annex 1 (Call Off Charges).

#### 1.4 **Adjustment of the Charges**

1.4.1 The Charges may only be varied by means of a Variation Form, and in accordance with the provisions of this Call-Off Contract.

# Annex 1: CALL OFF CHARGES

## 1. Payment Terms

- 1.1 The Payment Terms in this Annex 1 details the Call-Off Contract Charges that shall be payable by the Buyer in consideration of the delivery of Services by the Supplier in accordance with the terms of this Call-Off Contract. Annex 1 (Call-Off Charges) should be read in conjunction with Annex 3 Invoicing Procedure).
- 1.2 The Payment Terms for this Call Off Contract have been constructed based on the below elements:
  - (a) 2. Set Up Costs
  - (b) 3. Teacher Training Adviser Cost
  - (c) 4. Contact Centre Agent Cost
  - (d) 5. Central Charges
  - (e) 6. Rate Card
  - (f) 7. Exit Costs
  - (g) 8. Indexation

## 2. Set-Up Costs

- 2.1 The Charges for Set-Up Costs, as defined in Attachment 4 – Pricing Schedule will be paid upon satisfactory completion of agreed milestone activity and signed off by the Buyer. The Supplier shall provide evidence of the costs incurred related directly to the respective milestones.
- 2.2 Any additional charges shall be submitted to the Buyer through the 'Set Up' Costs tab in the Attachment 4 – Pricing Schedule. For additional activity required, both parties shall agree this via the Variation Procedure.
- 2.3 Any additional activity agreed after the signing of the implementation plan, must be signed off by the Buyer and adjusted via the Variation Procedure.
- 2.4 The Supplier shall submit invoices relating to Set-Up Costs within 20 Working Days following the month in respect to which Services to which the invoice relates, were delivered.
- 2.5 The Supplier shall submit a monthly invoice providing a breakdown of all the forecast and actual costs incurred, including a profile of FTE employees. The Buyer reserves the right to request additional detail if required.

- 2.6 Set-Up Costs as defined in Attachment 4 – Pricing Schedule will not be subject to either a Gainshare Assessment and/or Gainshare Payment. If the Supplier's actual Set Up - Costs are less than set out in the Attachment 4 – Pricing Schedule, the Buyer reserves the right to recover funds paid.
- 2.7 The Buyer recognises that costs submitted as part of the tender process will not include estimated costs for the 2024 pay reviews. During the implementation phase the Department will adjust the call off charges and both parties will sign a contract variation to document this, in accordance with Call Off Schedule 5, Section 1, Clause 1.4.

### **3. Adviser Costs and Target Setting**

- 3.1 The Buyer and Supplier will follow the Business Rules for the management of the TTA Adviser Service process as defined in Annex 2: TTA Adviser Business Rules. The Business Rules define the process for setting caseload volumes, conversions, target monitoring, and payments. Both parties will follow the Business Rules, any changes will need to be agreed by both parties and a contract variation signed to confirm the changes.

### **4. Agent Charges**

- 4.1 The Buyer and Supplier will follow the forecasting process for the Contact Centre Agents as set out in Attachment 3 Statement of Requirements.
- 4.2 The Agent cost will be calculated through the Price per Productive Minute (PPPM) approach. This is calculated by number of minutes x unit cost (the unit cost is the rate submitted in Attachment 4 – Pricing Schedule). A productive minute is time spent speaking to an individual on the phone, plus processing time (e.g. updating CRM system). In the instance of an outbound call attempt being unsuccessful a total of 2 minutes would be chargeable.
- 4.3 Should demand increase, then the Supplier's charges will increase in line with the Price Per Productive Minute pricing approach.
- 4.4 For the avoidance of doubt, the Buyer will not be charged for Agents' absences (including but not limited to sickness, annual leave, unpaid leave). The Supplier will provide monthly data exports to the Buyer to enable adequate audit and validation.
- 4.5 The Productive Minute Rate for each agent skill level will be validated with Crown Commercial Service to ensure the per minute rate charged is commensurate with the rates agreed under the RM6181 Framework Contract.

## **5. Centralised Charges**

- 5.1 The Supplier agrees and acknowledges that all charges generated outside of Set-Up, Agents, Teacher Training Advisers and the TUPE indemnity are captured in this category.
- 5.2 The Buyer will reimburse the Supplier for those activities, undertaken on a monthly basis, based on the profile of Charges identified within their submitted costs in Attachment 4 – Pricing Schedule.
- 5.3 The Supplier shall submit invoices relating to Centralised Charges (as stipulated in Attachment 4 – Pricing Schedule) activity within 20 Working Days following the month in respect to which Services to which the invoice relates, were delivered.

## **6. Rate Card**

- 6.1 The Supplier will submit their rate card charges as part of the tender process.
- 6.2 The Buyer reserves the right to introduce Variations during the duration of the Call-Off Contract for its Customer Relationship Management System (CRM), and/or other business requirements as necessary, in line with the Variation Procedure.
- 6.3 Any changes the Buyer introduces to its CRM system, and/or other business requirements, may require the Supplier to adapt their own systems to ensure integration and maintain delivery of the Services.
- 6.4 The Supplier will be obligated to work in good faith with the Buyer to introduce any system improvements or Variations.
- 6.5 The Buyer when introducing CRM, and/or other business requirements, via the Variation Procedure will provide a system requirement of the Supplier. In return, the Supplier shall provide a proposal for the works using information and Charges as referenced in the Rate Card tab in Attachment 4 - Pricing Schedule.
- 6.6 The Buyer and Supplier shall negotiate in good faith all CRM, and/or other business requirements, changes, and associated Charges.
- 6.7 Any Charges arising from CRM, and/or other business requirements, will sit outside the normal Charges for the provision of Services.
- 6.8 The Supplier shall submit invoices relating to CRM, and/or other business requirements within 20 Working Days following the

month in respect to which Services to which the invoice relates, were delivered.

## 7. Exit Costs

- 7.1 The Buyer and Supplier agree to act in accordance with the exit requirements as detailed in Call Off Schedule 10 – Exit Management. The parties agree that any additional requirements relating to Termination Assistance that are not included in the Exit Plan shall be subject to the Variation Procedure.

## 8. Indexation

- 8.1 Any amounts or sums in this Call-Off Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 8 to reflect the effects of inflation.
- 8.2 The Supplier may request additional funding, to a reasonable level if it believes the circumstances set out in Paragraph 8.4 are met. The Supplier may only submit one request for additional funding per calendar year and the Buyer reserves the right to approve the values as stipulated in clause 7.6 and 7.7.
- 8.3 Indexation will only apply to a portion of the [Base Price]. The only components of the [Base Price] that will be subject to Indexation are:
- a. Related to Agents through the [Price per Productive Minute];
  - b. Related to Advisers through the [Price per Conversion] only and
  - c. People costs (Agents/RTA's/ETA's and Support Roles) included in the central charges
- 8.4 Where Indexation applies, as set out in Paragraph 8.1 the relevant price adjustment value shall be:
- a. applied on a Cohort basis only, commencing with Cohort 2 in October 2025;
  - b. thereafter annually for subsequent Cohorts applied at a fixed interval on the first Working Day of the of the Service Delivery for Cohort 2 and on the first Working Day of the Service Delivery Period for each subsequent Cohort (each such date is an “**Adjustment Date**”);
  - c. reviewed and calculated, at single point in time for each Cohort, four months prior to the first Working Day of the Service Delivery for Cohort 2 and prior to the first Working Day of the Service Delivery Period for any subsequent Cohort.

- 8.5 For Agents, any indexation proposed must, as a minimum, be remunerated in compliance with the prevailing published National Living Wage and National Minimum Wage rates, respectively, as appropriate to those individuals.
- 8.6 For Agents, when determining the agreed annual indexation value, the Buyer and Supplier will
- a. utilise the latest annual percentage change increase (rounded to no more than one decimal place) in the Services Producer Price Inflation (SPPI) Index: 6150770000 - Administrative and Support, as published in the SPPI Statistical Bulletin published by the Office for National Statistics;
  - b. If there is no change or a fall in the Services Producer Price Inflation (SPPI) Index: 6150770000 - Administrative and Support, as published in the SPPI Statistical Bulletin published by the Office for National Statistics then the Buyer and Supplier will determine an agreed value.
- 8.7 For Teacher Training Advisers, when determining the agreed annual indexation value, the Buyer and Supplier will have regard to the average annual pay award as set by the Department for Education for its National Generalist G7 cadre. The adjustment value will be:
- a. applied on a Cohort basis only, commencing with Cohort 2 in October 2025;
  - b. thereafter annually for subsequent Cohorts applied at a fixed interval on the first Working Day of the of the Service Delivery for Cohort 2 and on the first Working Day of the Service Delivery Period for each subsequent Cohort (each such date is an “**Adjustment Date**”);
  - c. reviewed and calculated, at single point in time for each Cohort where possible, four months prior to the first Working Day of the Service Delivery for Cohort 2 and prior to the first Working Day of the Service Delivery Period for any subsequent Cohort.
- 8.8 Except as set out in Paragraph 8.3 above neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations.
- 8.9 In exceptional circumstances, the Supplier may apply to the Buyer for adjustment to the Charges if the Supplier can prove that there

has been an actual material increase to the cost of providing the Services beyond those set out at Paragraph 8.3. Any such adjustment will be subject to the Supplier first evidencing such increase to the Buyer's satisfaction through:

- a. the use of Open Book Data; and/or
- b. benchmarking as provided for under Call-off Schedule 16 (Benchmarking); and/or
- c. any other means that evidence that there has been an actual increase to the cost of providing the Services.

## **9. Delivery Costs**

Pricing Schedule embedded from the GiTIS opportunity. Full pricing schedule attached in clause 9.1 Breakdown of key charges included in 9.2 Table 2

### **9.1 Completed Attachment 4.**

**[Redacted] under FOIA Section 43, Commercial Interest**

#### **9.1 Table 1. Set Up Costs**

**[Redacted] under FOIA Section 43, Commercial Interest**

#### **9.2 Table 2. Delivery Costs**

**[Redacted] under FOIA Section 43, Commercial Interest**

## Annex 2: TTA Adviser Business Rules

1. The TTA Business Rules in this Annex 2, are for the TTA Adviser Service, including the process for setting caseload volumes, conversions, target monitoring, and payments. Both parties will follow the Business Rules, any changes will need to be agreed by both parties and a contract variation signed to confirm the changes.

Ref	Activity
1.1	<b>Target Setting</b>
1.1.1	The Buyer will determine the anticipated volume caseload and candidate conversion target annually, informed by historic Adviser performance and wider teacher workforce data. This activity will commence at a minimum, 30 days prior to delivery. The targets will be set in consultation with the Supplier.
1.1.2	The agreed delivery target will commence from the 1 <sup>st</sup> of October for each cohort.
1.1.3	For the first year of delivery, commencing 1 <sup>st</sup> October 2024, the Buyer and Supplier will agree the target in accordance with clause 1.1.1. The estimated volumes provided as part of the Pricing Schedule are for evaluation purposes and will be formalised in a contract variation.
1.1.4	The conversion target will be set at a % of the caseload, changes in caseload will then require the target to flex to adapt.
1.1.5	The Buyer reserves the right to alter the eligibility criteria (as referenced in Attachment 3 – Statement of Requirements Clause 4.8.1.1) for

	candidates accessing the Adviser Service, the definition of released candidates and the target profile.
1.1.6	The Buyer and the Supplier will both sign a contract variation formalising the agreed targets. The Buyer will be budget constrained so will cap the maximum number of conversions and caseload volumes, this will be confirmed in the Variation Form.
1.1.7	If no agreement is reached for the Annual Target setting, the Department reserves the right to determine the subsequent Annual Targets. This will happen by no later than 1 <sup>st</sup> October, at which point a contract variation will be issued to be signed by both parties.
<b>1.2</b>	<b>Accelerator Fund</b>
1.2.1	The Supplier will be eligible for an additional Accelerator payment if it achieves a conversion rate in excess of 100% of the target for Successful Applicants.
1.2.2	The Accelerator payment rate will be capped and agreed as part of the annual target setting activity and the Buyer reserves the right to alter the maximum value of the Accelerator Payment in future cohorts.
1.2.3	The Buyer will set the total accelerator uplift that will be applied to the price per successful applicant, calculated at the start of the recruitment cycle, for successful conversions exceeding the target.
1.2.4	Any conversions above the accelerator cap will not be paid unless the Buyer has provided prior authorisation to do so.
<b>1.3</b>	<b>Risk Transfer</b>
1.3.1	The Buyer and the Supplier will agree the application of risk transfer % to the service fee and document in the contract variation. To note, for subsequent years, the Buyer reserves the right to amend the risk transfer balance between the Adviser Service Fee and the Performance elements in consultation with the Supplier.
1.3.2	The Buyer reserves the right to introduce the risk transfer model for both the Explore Teaching Adviser service and the Return to Teaching Adviser service.
<b>1.4</b>	<b>Staffing Profile</b>
1.4.1	The Supplier will provide an annual forecast of estimated staffing levels to deliver the service requirements and achieve the agreed caseload and candidate conversion target. The Supplier will provide an actual monthly staffing profile alongside other performance management reporting requirements as detailed in Call Off Schedule 14 Part B.

1.4.2	The Buyer and Supplier will agree an appropriate number of Adviser FTE to support the anticipated caseload in order to set the appropriate Service Fee. This will be reviewed on an annual basis.
1.4.3	<p>The Buyer reserves the right to view the cost breakdown of the Adviser Service Fee and Adviser FTE along with reserving the right to seek clawback on the Service Fee element if either/or FTE and Performance drops. Adjustments to the monthly Adviser Service Fee may be made in the following circumstances:</p> <p>If the staffing headcount profile as of the Supplier is less than 90% of that specified in paragraph 1.4.2.</p> <p>If the Supplier fails to recruit at least 75% of the Minimum Delivery Target as detailed in paragraph 1.1.1.</p> <p>In the circumstances set out above, the Buyer will enter into discussions with the Supplier. If the Buyer decides to adjust the monthly Service Fee due to a negative impact on the quality of Services delivered and/or the number of Participants recruited, the Buyer will use Open Book Data, or any other contractual data available to the Buyer, to validate the actual costs incurred by the Supplier and adjust the Charges accordingly.</p>
<b>1.5</b>	<b>Performance Management</b>
1.5.1	Monthly and quarterly reviews will be conducted to track actual performance and a final true up exercise will be completed annually, no later than the end of October to determine the final amount payable by the Buyer to the Supplier.
1.5.2	If volume caseload significantly declines or increases below the agreed volumes, the Department and Supplier will agree appropriate action(s), dependent upon whether it is a sustained or short-term change in caseload.
1.5.3	The Buyer will pay the Supplier Output Payments based on the submission of accurate monthly Management Information returns by the Supplier.
1.5.4	If a Management Information return or other evidence submitted by the Supplier of continued engagement is not accurate and following the Buyer validating and verifying the data provided, it emerges that payments have been made for Participants who were not successful in securing an ITT Place, the Buyer will recover these payments made.
<b>1.6</b>	<b>Payment Process</b>
1.6.1	The Buyer will pay the performance fee in accordance with section 1.3 of the business rules.

	<p>Reconciliations will occur throughout the year in accordance with 1.6.2, 1.6.3, 1.6.4 and 1.7.1.</p> <p>The Buyer reserves the right to view the cost breakdown of the Adviser Service Fee and Adviser FTE along with reserving the right to seek clawback on the Service Fee element if either/or FTE and Performance drops.</p>
1.6.2	The Buyer will expect the Supplier to conduct a full reconciliation and validation of Payments once every financial year to ensure that the Supplier has not been either overpaid or underpaid for Successful Applicants. Data for the reconciliation will be extracted from DfE Apply and DfE CRM. For any applications which are not matched in DfE Apply, the Supplier must ensure that evidence of a successful application is entered into Adviser records in the DfE CRM. The Buyer will undertake validation as necessary.
1.6.3	The first reconciliation will take place no later than 31 <sup>st</sup> October 2025. Subsequent reconciliations will take place on a date determined by the Buyer and agreed with the Supplier.
1.6.4	If, in accordance with paragraph 1.6.2 the Buyer discovers the Supplier has been underpaid for costs due, the Supplier may invoice for the relevant costs in the following month after confirmation. If the Buyer discovers the Supplier has been overpaid for costs where Candidates have withdrawn, the Buyer will offset monies owed against the next future invoice submitted for payment, unless otherwise agreed with the Buyer.
<b>1.7</b>	<b>Cohort Closure</b>
1.7.1	Finalised information of caseload and successful conversion will not be available until the end of the recruiting period (September) each year. This will mean a reconciliation (True Up) will be required to ensure the correct performance/accelerator fees have been paid.
<b>1.8</b>	<b>Dispute</b>
1.8.1	In the event of a contractual dispute, both parties will act in accordance with the dispute resolution procedure, refer to Core Terms clause 36.

## Annex 3: Invoicing Procedure

### 1. Invoicing Payment Terms

- 1.1 The Buyer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of an invoice, submitted to the address specified by the Buyer in Paragraph 0 of this Annex and in accordance with the provisions of this Call-Off Contract.
- 1.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar), as the Buyer may specify):
  - 1.2.1 Includes the unique order reference number set out in the Order Form; and
  - 1.2.2 contains a detailed breakdown of the delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call-Off Contract to which the delivered Services relate, against the applicable due and payable Charges; and shows separately:
    - 1.2.2.1 any Service Credits due to the Buyer (in accordance with Call Off Schedule 14);
    - 1.2.2.2 the VAT added to the due and payable Charges;
  - 1.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Charges or otherwise recover from the Buyer as a surcharge the Management Charge levied on it by the Buyer);
  - 1.2.4 is supported by any other documentation reasonably required by the Buyer;
  - 1.2.5 is preceded (or accompanied) by the Performance Monitoring Report for the month prior to the Service Period being invoiced submitted no more than 5 Working Days following the end of the previous calendar month (also known as a contract 'Service Period') as detailed in Call Off Schedule 14.
  - 1.2.6 is preceded (or accompanied) by Monthly Charges Summary no more than 5 Working Days following the end of the previous calendar month, such Monthly Charges Summary to:
    - 1.2.6.1 provide a clear and transparent breakdown of all Charges

for the corresponding period; and

1.2.6.2 include all underlying data used to calculate the Charges including telephony and contact management system data exports, to allow adequate audit and validation as required.

1.3 All payments due by one Party to the other shall be made by BACS transfer within thirty (30) days of receipt of an invoice unless otherwise specified in this Call-Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

The Supplier shall submit invoices directly to the Buyer to: Accounts Payable, **[Redacted]** under FOIA Section 40, Personal Information

## Annex 4: Savings, Efficiencies and Gainshare

- 1.1. The Supplier shall provide the initial Continuous Improvement Plan in line with the timescales as described within Paragraph 2.4 of Call Off Schedule 3 (Continuous Improvement).
- 1.2. The Buyer will provide the Supplier with an updated Benefits Strategy annually, providing oversight of the pipeline of future activity and programme developments.
- 1.3. The Buyer and Supplier will jointly review potential efficiencies for the year ahead recording opportunities in a shared benefits log. The % efficiency target will be signed off and agreed by both parties.
- 1.4. Savings which may be eligible for a Gainshare Payment may be generated either by way of the Supplier delivering the Services more efficiently through continuous improvement and / or through the Supplier submitting to the Buyer a Variation Form for a Variation via the Variation Procedure.
- 1.5. The Supplier shall submit to the Buyer any proposal for improvement that may require an investment cost from the Buyer. The Buyer shall consider any such proposal and whether it will take a full or part share of the investment risk, if any. If the Buyer decides, at its absolute discretion to take any investment risk, the Supplier shall pay back to the Buyer the full amount of the investment as well as any agreed Gainshare Payment generated by the investment. Post investment payback to the Buyer, the Buyer and Supplier will share the Gainshare Payment in the ratio 50:50. This will be through an offset to the Charges as further described below.
- 1.6. As an illustrative example, if the Supplier proposes an investment proposal for improvement of £50,000 that, in this example, will realise a saving of £100,000. Then the Buyer will recover their initial investment of £50,000 along with a reduction to the Charges of £25,000, and the Supplier will retain £25,000.
- 1.7. The Supplier shall submit annually, within 30 days of the end of a Cohort period (by 30<sup>th</sup> October), an updated Pricing Schedule with actual costs incurred for the preceding Cohort. The Buyer reserves the right to assess (a "**Gainshare Assessment**") on an annual basis and or within 12 months of the end of the Call-Off Contract Period if the actual cost of delivering the Services under this Call-Off Contract is less than the amount of Charges paid by the Buyer.

- 1.8. The Supplier pays the Buyer the Gainshare Payment by crediting the amount to the invoice that is raised immediately after the Gainshare Payment is identified, or if no invoice is due, the Supplier issues a credit note equal to the Gainshare Payment to the Buyer on the 25<sup>th</sup> day of the month after the Gainshare Payment has been identified.
- 1.9. The parties acknowledge that the progress of delivery and implementation of all efficiency initiatives will be the subject of quarterly reviews at the relevant Supplier Contract Governance Meetings and bi-annual formal agreement of the amount of the savings realised.

## **Call-Off Schedule 7 (Key Supplier Staff)**

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

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

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

### 1. Definitions

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

**“Annual Revenue”**

means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent

published accounts, subject to the following methodology:

figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12-month period; and

where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;

**“Appropriate Authority”  
or “Appropriate  
Authorities”**

means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;

**“Associates”**

means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;

**"BCDR Plan"**

has the meaning given to it in Paragraph 2.2 of this Schedule;

**"Business Continuity  
Plan"**

has the meaning given to it in Paragraph 2.3.2 of this Schedule;

**“Class 1 Transaction”**

has the meaning set out in the listing rules issued by the UK Listing Authority;

**“Control”**

the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** shall be interpreted accordingly;

**“Corporate Change  
Event”**

means:

any change of Control of the Supplier or a Parent Undertaking of the Supplier;

any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;

any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;

a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;

an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;

payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;

an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;

any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;

the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or

any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

**“Critical National Infrastructure”**

means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate

them), the loss or compromise of which could result in:

major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or

significant impact on the national security, national defence, or the functioning of the UK;

**“Critical Service Contract”**

a service contract which the Buyer has categorised as a Gold Contract or which the Buyer otherwise considers should be classed as a Critical Service Contract;

**“CRP Information”**

means, together, the:

Group Structure Information and Resolution Commentary; and

UK Public Sector and CNI Contract Information;

**“Dependent Parent Undertaking”**

means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;

**"Disaster"**

the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);

**"Disaster Recovery Deliverables"**

the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

**"Disaster Recovery Plan"**

has the meaning given to it in Paragraph 2.3.3 of this Schedule;

<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>"Group Structure Information and Resolution Commentary"</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 1 to Part B of Annex 1;
<b>"Parent Undertaking"</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>"Public Sector Dependent Supplier"</b>	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
<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;
<b>"Subsidiary Undertaking"</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>"Supplier Group"</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;
<b>"UK Public Sector Business"</b>	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
<b>"UK Public Sector / CNI Contract Information"</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 2 of Part B of Annex 1;

## Part A: BCDR Plan

### 1. BCDR Plan

- 1.1 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.
- 1.2 At least sixty (60) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
  - 1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 1.2.2 the recovery of the Deliverables in the event of a Disaster
- 1.3 The BCDR Plan shall be divided into four sections:
  - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 1.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");
  - 1.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
  - 1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

### **2.1 Section 1 of the BCDR Plan shall:**

- 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 2.1.2 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;
- 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 2.1.4 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;
- 2.1.5 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;
- 2.1.6 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;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 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;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 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;
- 2.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;

- 2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
  - 2.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Service Suppliers in each case as notified to the Supplier by the Buyer from time to time.
- 2.2 The BCDR Plan shall be designed so as to ensure that:
- 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 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.
- 2.4 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.

### **3. Business Continuity (Section 2)**

- 3.1 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:
- 3.1.1 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
  - 3.1.2 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.
- 3.2 The Business Continuity Plan shall:
- 3.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 3.2.2 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;
  - 3.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

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

#### **4. Disaster Recovery (Section 3)**

4.1 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.

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

4.2.1 loss of access to the Buyer Premises;

4.2.2 loss of utilities to the Buyer Premises;

4.2.3 loss of the Supplier's helpdesk or CAFM system;

4.2.4 loss of a Subcontractor;

4.2.5 emergency notification and escalation process;

4.2.6 contact lists;

4.2.7 staff training and awareness;

4.2.8 BCDR Plan testing;

4.2.9 post implementation review process;

4.2.10 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;

4.2.11 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;

4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

4.2.13 testing and management arrangements.

#### **5. Insolvency Continuity Plan (section 4)**

5.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.

5.2 The Insolvency Continuity Plan shall include the following:

5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for

operational and contract Supplier Staff, Key Sub-contractor personnel and Supplier Group member personnel;

- 5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
- 5.2.3 plans to manage and mitigate identified risks;
- 5.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
- 5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- 5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.
- 5.2.7 In addition to the provisions of Paragraph 2.1 of this Call-Off Schedule 8, Section 1 of the BCDR Plan shall:
- 5.2.8 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
  - (a) where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
  - (b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

## **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 8; 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 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.

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

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

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

## **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.

# **Part B: Corporate Resolution Planning**

## **1. Service Status and Supplier Status**

1.1 This Contract is a Critical Service Contract.

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

## **2. Provision of Corporate Resolution Planning Information**

- 2.1 Paragraphs 3 to 5 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Part B:
  - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
  - 2.2.2 except where it has already been provided in accordance with Paragraph 11.2(a) of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B:
  - 2.3.1 is full, comprehensive, accurate and up to date;
  - 2.3.2 is split into two parts:
    - (a) Group Structure Information and Resolution Commentary;
    - (b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
  - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;
  - 2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
  - 2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.

- 2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
- 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
- 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 3.3 to 3.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.
- 2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Part B if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- 2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
- 2.8 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8(c) of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:
- 2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under

Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress) (if applicable);

2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 3.10;

2.8.3 within 30 days of the date that:

- (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
- (b) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

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

- (a) updated CRP Information has been provided under any of Paragraphs 3.8(a) 3.8(b) or 3.8(c) since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8(d); or
- (b) unless not required pursuant to Paragraph 3.10.

2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8(a) to (d) of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

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

2.10.1 Aa3 or better from Moody's;

2.10.2 AA- or better from Standard and Poors;

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

2.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the

relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 3.8.

### **3. Termination Rights**

3.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 3 of this Part B and either:

3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or

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

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

### **4. Confidentiality and usage of CRP Information**

4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 5.1 of this Part B and Clause 15 of the Core Terms.

4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 3 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

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

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

- (a) summarising the information;
- (b) grouping the information;
- (c) anonymising the information; and

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

## **Appendix 1: Group structure information and resolution commentary**

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

## Appendix 2: UK Public Sector / CNI Contract Information

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

# Call-Off Schedule 9 (Security)

## Buyer Specific Security Requirements

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

“BPSS” “Baseline Personnel Security Standard”	the Government’s HMG Baseline Personal Security Standard. Further information can be found at: <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>
“CCSC” “Certified Cyber Security Consultancy”	is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: <a href="https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy">https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</a>
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website: <a href="https://www.ncsc.gov.uk/information/about-certified-professional-scheme">https://www.ncsc.gov.uk/information/about-certified-professional-scheme</a>
“Cyber Essentials” “Cyber Essentials Plus”	Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers: <a href="https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body">https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</a>

<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Protection Officer”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Personal Data requiring Sensitive Processing”</p> <p>“Data Subject”,</p> <p>“Process” and</p> <p>“Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Legislation</p>
<p>“Buyer’s Data”</p> <p>“Buyer’s Information”</p>	<p>is any data or information owned or retained to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Data Controller;</p>
<p>“Departmental Security Requirements”</p>	<p>the Buyer’s security policy or any standards, procedures, process or specification for security that the Supplier is required to deliver.</p>
<p>“Digital Marketplace / G-Cloud”</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.</p>
<p>“End User Devices”</p>	<p>the personal computer or consumer devices that store or process information.</p>
<p>“Good Industry Standard”</p> <p>“Industry Good Standard”</p>	<p>the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>

<p>“GSC” “GSCP”</p>	<p>the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a></p>
<p>“HMG”</p>	<p>Her Majesty’s Government</p>
<p>“ICT”</p>	<p>Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution</p>
<p>“ISO/IEC 27001” “ISO 27001”</p>	<p>is the International Standard for Information Security Management Systems Requirements</p>
<p>“ISO/IEC 27002” “ISO 27002”</p>	<p>is the International Standard describing the Code of Practice for Information Security Controls.</p>
<p>“ISO 22301”</p>	<p>is the International Standard describing for Business Continuity</p>
<p>“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”</p>	<p>an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.</p>
<p>“Need-to-Know”</p>	<p>the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.</p>
<p>“NCSC”</p>	<p>the National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is <a href="https://www.ncsc.gov.uk">https://www.ncsc.gov.uk</a></p>
<p>“OFFICIAL”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).</p>
<p>“OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.</p>
<p>“RBAC” “Role Based Access Control”</p>	<p>Role Based Access Control, a method of restricting a person’s or process’ access to information depending on the role or functions assigned to them.</p>

<p>“Storage Area Network” “SAN”</p>	<p>an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.</p>
<p>“Secure Sanitisation”</p>	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: <a href="https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media">https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</a></p> <p>The disposal of physical documents and hardcopy materials advice can be found at: <a href="https://www.cpni.gov.uk/secure-destruction-0">https://www.cpni.gov.uk/secure-destruction-0</a></p>
<p>“Security and Information Risk Advisor” “CCP SIRA” “SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: <a href="https://www.ncsc.gov.uk/articles/about-certified-professional-scheme">https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</a></p>
<p>“Senior Information Risk Owner” “SIRO”</p>	<p>the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm’s length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.</p>
<p>“SPF” “HMG Security Policy Framework”</p>	<p>the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a></p>
<p>“Supplier Staff”</p>	<p>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 the Contract.</p>

## Operative Provisions

- 1.1 The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
- 1.2 Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated, namely that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract”. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
- 1.3 Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4 The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer’s Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer’s Data).
- 1.5 Buyer’s Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier’s or sub-contractor’s own IT equipment to protect the Buyer’s Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- 1.6 The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer’s Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 1.7 The Supplier shall have in place, implement and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer’s Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Buyer’s Data or systems shall be considered to be sensitive data and must be protected accordingly.

- 1.8 The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
- 1.8.1 physical security controls;
  - 1.8.2 good industry standard policies and processes;
  - 1.8.3 malware protection;
  - 1.8.4 boundary access controls including firewalls, application gateways, etc;
  - 1.8.5 maintenance and use of fully supported software packages in accordance with vendor recommendations;
  - 1.8.6 use of secure device configuration and builds;
  - 1.8.7 software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
  - 1.8.8 user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
  - 1.8.9 any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
    - 1.8.9.1 retained and protected from tampering for a minimum period of six months;
- 1.9 The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10 The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 1.11 The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at:  
<https://www.ncsc.gov.uk/guidance/end-user-device-security> and  
<https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 1.12 Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 1.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14 In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.

- 1.15 In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16 Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. [Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact].

- 1.17 All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.

1.18 Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services delivered. If an ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

1.19 Any suspected or actual breach of the confidentiality, integrity or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

1.20 The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider (annually on request). The findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.

1.21 The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process or store Buyer's Data outside of the UK mainland. The Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.

1.22 The Buyer reserves the right to audit the Supplier providing the Services within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being

supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.

- 1.23 The Supplier shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 1.24 Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:
  - 1.24.1 compliance with HMG Minimum Cyber Security Standard.
  - 1.24.2 any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification (e.g. United Kingdom Accreditation Service).
  - 1.24.3 any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
  - 1.24.4 documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be and date expected.

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

- 1.25 The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who could potentially access Buyer's Data in the course of providing the Services.

- 1.26 The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.
- 1.27 Any Supplier ICT system used to handle, store or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request during any annual audit, of the protective monitoring arrangements in place needed to assess compliance with this requirement.

# Annex 1 – Security Management Plan

<p>"Breach of Security"</p>	<p>the occurrence of:</p> <p>any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>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,</p> <p>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;</p>
<p>"Security Management Plan"</p>	<p>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.</p>

## Security Management Plan

### 1.1 Introduction

1.1.1 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.

### 1.2 Content of the Security Management Plan

1.2.1 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 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.

### **1.3 Development of the Security Management Plan**

- 1.3.1 Within thirty (30) 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.
- 1.3.2 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, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 1.3.3 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.

- 1.3.4 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.

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

- 1.4.1 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.

- 1.4.2 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.

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

- 1.4.4 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.

## **2. Security breach**

- 2.1 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.

2.2 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:

2.2.1 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.

2.3 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.

## Call-Off Schedule 10 (Exit Management)

### Definitions

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

<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 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Exit Plan"</b>	the plan produced and updated by the Supplier during the Initial Period in

	accordance with Paragraph 4 of 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 2.2 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;
<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 5.1 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 5.2 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 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## 2. Supplier must always be prepared for contract exit

2.1 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.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").

2.3 The Supplier shall:

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

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

### **3. Assisting re-competition for Deliverables**

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

**3.1.1** The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

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

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

### **4. Exit Plan**

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

- 4.3.1 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.2 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.3 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.4 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.5 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.6 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.7 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.8 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
  - 4.3.9 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
    - 4.4.1.1 every [six (6) months] throughout the Contract Period; and
    - 4.4.1.2 no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
    - 4.4.1.3 as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
    - 4.4.1.4 as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the

Deliverables (including all changes under the Variation Procedure); and

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

## **5. Termination Assistance**

**5.1** The Buyer shall be entitled to 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

5.1.1 the nature of the Termination Assistance required; and the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

**5.2** The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

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

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

**5.3** The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

**5.4** In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with

the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## **6. Termination Assistance Period**

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 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;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the 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;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

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

6.1.8 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the

Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

## **7.Obligations when the contract is terminated**

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

## 8. Assets, Sub-contracts and Software

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

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

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

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

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

8.2.2 which, if any, of:

the Exclusive Assets that are not Transferable Assets;  
and

the Non-Exclusive Assets,

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

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

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

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

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

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

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

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 20 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## **8.10 No charges**

**8.10.1** 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.

## **8.11 Dividing the bills**

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

- 8.11.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 8.11.1.2 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
- 8.11.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

# Call-Off Schedule 13 (Implementation Plan and Testing)

## Part A - Implementation

### 1. Definitions

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

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

### 2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **20** days after the Call-Off Contract Signatory Date.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and

2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the

Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

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

### **3. Reviewing and changing the Implementation Plan**

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

### **4. Security requirements before the Start Date**

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

## **5. What to do if there is a Delay**

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

## **6. Compensation for a Delay**

- 6.1 Delay Payments have not been included in the Implementation Plan

## **7. Implementation Plan**

- 7.1 The Implementation Period will be a [five (5)] Month period. This period must end on 30<sup>th</sup> September 2024 with services live by 1<sup>st</sup> October 2024.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
  - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
  - 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
  - 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
  - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the

frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
  - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

**TO BE POPULATED AT CONTRACT AWARD**

**Annex 1: Implementation Plan**

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

Milest one	Delive rable Items	Duration	Miles tone Date	Buyer Responsibi lities	Milestone Payments	Delay Payments
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

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

For the purposes of Paragraph 9.1.2 the Delay Period Limit shall be **[insert number of days]**.

## Part B - Testing

### 1. Definitions

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

**"Component"** any constituent parts of the Deliverables;

**"Material Test Issue"** a Test Issue of Severity Level 1 or Severity Level 2;

**"Satisfaction Certificate"** a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;

**"Severity Level"** the level of severity of a Test Issue, the criteria for which are described in Annex 1;

<b>"Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>"Test Issue Threshold"</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
<b>"Test Witness"</b>	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
<b>"Testing Procedures"</b>	the applicable testing procedures and Test Success Criteria set out in this Schedule.

## **2. How testing should work**

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
  - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
  - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

### **3. Planning for testing**

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test;
  - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
  - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
  - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
  - 3.2.8 the technical environments required to support the Tests; and
  - 3.2.9 the procedure for managing the configuration of the Test environments.

### **4. Preparing for Testing**

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
  - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
  - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

### **5. Passing Testing**

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

## **6. How Deliverables will be tested**

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
  - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
  - 6.2.2 a plan to make the resources available for Testing;
  - 6.2.3 Test scripts;
  - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
  - 6.2.5 expected Test results, including:
    - (a) a mechanism to be used to capture and record Test results; and
    - (b) a method to process the Test results to establish their content.

## **7. Performing the tests**

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
  - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

- 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
  - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
  - 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
  - 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

## **8. Discovering Problems**

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## **9. Test witnessing**

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

### 9.3 The Test Witnesses:

- 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
  - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
  - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

### **10. Auditing the quality of the test**

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

### **11. Outcome of the testing**

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

- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
  - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification

Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

## **12. Risk**

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

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

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

# Annex 1: Test Issues – Severity Levels

## Severity 1 Error

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

## Severity 2 Error

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

causes a Component to become unusable;

causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

has an adverse impact on any other Component(s) or any other area of the Deliverables;

## Severity 3 Error

This is an error which:

causes a Component to become unusable;

causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

has an impact on any other Component(s) or any other area of the Deliverables;

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

## Severity 4 Error

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

## Severity 5 Error

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

## Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

### Satisfaction Certificate

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

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

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

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

## Call-Off Schedule 14 (Service Levels)

### Definitions

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

<b>“Abandoned Call/Webchat”</b>	An abandoned Call or Webchat is a call or chat that is terminated by the customer prior to being successfully connected to an agent, after a 10 second tolerance
<b>“Critical Service Level Failure”</b>	where the supplier fails to meet the expected Service Level Performance Measure and that failure has a critical effect on business performance and/or the customer experience.;
<b>“Key Performance Indicators”</b>	the expected service standard, no Service Credits apply;
<b>“Released Candidate”</b>	A candidate who signs up for a TTA, however is Closed within 6 weeks for a reason agreed between the Supplier and the Buyer;
<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 Annex A to Part A: Service Levels and Service Credits, Clause 1.3;
<b>"Service Level”</b>	the Buyer's expected service standards when the target is not achieved a service credit is applicable.
<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;
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.
<b>“Submitted an application”</b>	Candidate who has submitted an application to Teacher Training; and
<b>“Supported Candidate”</b>	a candidate supported by a TTA that is not ‘released’.

### **What happens if you don't meet the Service Levels and KPIs**

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

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

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

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

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

the Service Level Failure:

exceeds the relevant Service Level Threshold;

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

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

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

the Buyer is entitled to or does terminate this Contract pursuant to Clause 11.4 (CCS and Buyer Termination Rights).

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

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

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

there is no change to the Service Credit Cap.

### **Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

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

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

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

## **Part A: Service Levels and Service Credits**

### **Service Levels**

If the level of performance of the Supplier:

is likely to or fails to meet any Service Level Performance Measure; or

is likely to cause or causes a Critical Service Failure to occur,

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

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;

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);

and/or

### **Service Credits**

The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

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

In the event that the level of performance of the Supplier is likely to or fails to meet any Service Level Performance Measure and the supplier has notified the Buyer in accordance with the requirements in Section 1 above:

the Buyer will give consideration to the waiver of the application of Service Credits upon provision by the Supplier of substantial justification to support Buyer decision making;

the Buyer shall, in its sole and absolute discretion, determine whether or not to waive the application of Service Credits.

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

### **1. KPI and SLA Definition Matrix.**

#### **1.1. Guidance Information**

##### **1.1.1. Definition of working Hours and working day:**

- 1.1.1.1.** SLAs or KPIs will only be measured against each service during their normal hours of operation (also known as Operational Hours). This may mean that some hours are not consecutive and carry over to the next working day. Contacts received before closing, but ended after working hours, should not include this non-operational time in SLA reporting.
- 1.1.1.2.** A working day should be treated as being on or before that same time on the next day of operations, e.g. if arrived at 4pm on Monday - to be answered by 4pm on Tuesday. If arrived at 4pm Friday (and service line closes for the weekend) - to be answered by 4pm Monday or next day open.

**1.2. Invoicing.** Service Credits will be calculated based on the charges for the calendar month in which they occur. They will then be billed within the following calendar months invoice.

**1.3. Service Credit Cap:** The Service Credit cap will be 5% of the overall monthly Invoice (excluding reimbursable expenses and pass through costs), determined each calendar month.

**1.4. KPI and SLA development:** Throughout the life of the contract we will work in partnership with our supplier to further develop the KPI and SLA. At the point of setting we will determine what level of Service and Bonus credits are appropriate. We will work together to support the driving of performance, as we develop greater insight into the delivery of services. The Buyer reserves the right to final approval of any changes made to KPI & SLA.

## 1.5. Overview – Monthly KPI & SLA

Please find below an overview of all the monthly SLA/KPI. Further detail will be contained within the matrix which separates the performance measures out.

\*\*\*SPI – Secondary Performance Indicator

No	Service Level	Target	Description	Service line	SLA/KPI/SPI	Service Credits
1	Offered Inbound call Response time	>80%	1. 80% of calls offered within operational hours to be answered within 20 seconds.	Contact Centre	KPI	
2	Cumulative Service Downtime Limit	<=0.1%	1. Less than 0.1% any unplanned and/or unauthorised incidents which (partially or fully) negatively affect the availability of any customer-facing contact line for which the supplier is responsible.	All	SLA	Applicable
3	Offered Voice Abandonment Rate	<5%	1. Less than 5% of calls offered during operational hours are abandoned, measured against individual inbound voice service line.	Contact Centre	SLA	Applicable
4	Offered Webchat Response Rate	>95%	1. Greater than or equal to 95% of webchats offered during operational hours are to be answered.	Contact Centre	SLA	Applicable

5	Call Back Request Response rate	>=98%	1. 98% of call backs to be delivered at the requested time.	All	SLA	Applicable
6	Minimum reporting accuracy	100%	Accurate Monthly MI reports delivered to timescale as per Annex 1 to Part B of this Schedule 14.	All	SPI	
7	Agent Quality scores	>=90%	Monthly quality target achievement measured against call check levels of 4 checks per agent per month (undertaken by the supplier), and both targeted and random call selection	All	SLA	
8	Service Complaints	<0.01%	Volume of upheld complaints not to exceed 0.01% of all calls received or Webchat handled.	All	KPI	
9	Customer Satisfaction - Call, Webchat & Exit Survey	>=95%	1. 95%>= post interaction customer satisfaction measured against each service line 2. Measurement = number of 'satisfied' or 'Highly Satisfied' customers / number of respondents x 100%. 3. >= 95% of candidates who return an Exit Survey rate their experience as 'Good' or better.	All	KPI	

## 1.6. Overview – Annual KPI & SLA

1.6.1. Please find below an overview of all the Annual KPI/SLA. Further detail will be contained within the matrix which separates the performance measures out into categories.

No	Service Level	Target	Description	Service Line	KPI/SPI/SLA	SC
10	Supported Candidates - Opportunity conversion rate	TBC	Total number of candidates who submitted an application to ITT Vs total number of candidates supported	TTA	KPI	
11	Successful applicants - Opportunity conversion rate	TBC	Total number of successful applicants to ITT Vs total number of candidates who submitted an application to ITT	TTA	KPI	
12	Eligible candidates - ETA	TBC	Total number of eligible ETA candidates passed over to TT advisers, minus total released, Vs total number of eligible candidates	ETA	KPI	
13	In Year Candidates	TBC	Total number of non in year ITT candidates supported by TTAs who become in year candidates vs total number of non in year ITT candidates supported by TTAs	TTA	KPI	
14	RTTA conversion	TBC	Total number of supported returner teachers who successfully convert to being employed in a teaching position Vs total number of supported returners.	RTTA	KPI	

15	University take up	TBC	Overall take up of service from selected Universities	ETA	KPI	
16	Supporting teaching internship schools	TBC	Support will be given by ETAs to schools delivering the Teaching Internships Programme.	ETA	KPI	
17	Support wider GiT pipeline activity	TBC	This work is varied and at the very start of the candidate journey, therefore will require an innovative approach to measurement and assessing impact. Measuring of this impact will develop over time.	ETA	KPI	
18	Tackling economic equality	TBC	Create new businesses, new jobs, and new skills	All	KPI	
19	Equal opportunity - Workforce inequality	TBC	Tackle workforce inequality & Reduce the disability employment gap	All	KPI	
20	Equal opportunity - Gender inequality	TBC	Reported on Bi-annually to show how the supplier is doing this and to outline the figures, progress and improvements	All	KPI	
21	Equal opportunity - Gender pay gap	TBC	Reported on Bi-annually to show how the supplier is doing this and to outline the figures, progress and improvements	All	KPI	

## 1.7 Service Level Breakdown

### 1.7.1 KPI/SLA Category 1 – Technology and Availability.

No	Service Level	Target	Description	Systems	Measured	Service	KPI/SLA	SC Calc
1	Offered inbound call Response time	>=80% of offered calls to be answered within 20 seconds	1. 80% of offered calls to be answered within 20 seconds during operating hours.	Dynamics 365 CRM	Monthly	Contact Centre	KPI	
2	Cumulative Service Downtime Limit	<=0.1% total operating minutes downtime	1. Less than 0.1% unplanned and/or unauthorised incidents which (partially or fully) affect the availability of any customer-facing service line for which the supplier is responsible. 2. Performance calculated as a percentage of total scheduled operational service minutes in any given calendar month. 3. Operational service minutes are the total agreed or contracted minutes which service lines are scheduled to be available to customers within any given contract service period (usually one	All systems and connections for which the supplier is responsible. Excludes instances of downtime for which the Authority have a responsibility to fix.	Monthly	All	SLA	2% of the relevant month's total invoice. Rolling SC (more than 1 occurrence in any 3 month rolling period) 5% of the relevant month's total invoice.

			calendar month). 4. Service credits will be applied as a percentage of the applicable charges for all services in the contract service period immediately following that service period in which the downtime occurred.					
3	Offered Voice Abandonment Rate	<5% of offered calls are abandoned	<p>1. Less than or 5% of calls offered during operational hours are abandoned, measured against individual inbound voice service line. This is with the exception of unanswerable calls which are abandoned within 10 seconds of connection.</p> <p>2. An 'abandoned' call is a call which is terminated by the customer prior to being successfully connected to an agent, after a 10 second tolerance.</p> <p>3. Calculation will exclude calls abandoned during the initial IVR journey prior to</p>	Dynamics 365 CRM	Monthly	Contact Centre	SLA	<p>Failure level 1: 5.00% - 5.99% = 3%</p> <p>Failure level 2: 6.00% - 7.49% = 4%</p> <p>Failure level 3: 7.50% &amp; Above = - 5%</p> <p>of variable telephony element of monthly invoice</p>

			selecting their preferred routing.					
4	Offered Webchat Response Rate	>=95% webchats are to be answered	<p>1. Greater than or equal to 95% of webchats offered during operational hours are to be answered.</p> <p>2. An abandoned Webchat is one which is terminated by the customer prior to being successfully connected to an agent, after a 10 second tolerance.</p>	Supplier Webchat system report.	Monthly	Contact Centre	SLA	<p>Failure level 1: 5.00% - 5.99% = 3%</p> <p>Failure level 2: 6.00% - 7.49% = 4%</p> <p>Failure level 3: 7.50% &amp; Above = - 5% of variable webchat element of monthly invoice</p>
5	Call Back Request Response rate	>=98% completed by the supplier at the time requested	<p>1. 98% of call backs to be delivered at the requested time.</p> <p>2. Definition of a call back and what constitutes completing a call back are outlined in Annex 3 to Schedule 20 (Specification).</p>	Dynamics 365 CRM	Monthly	All	SLA	<p>Failure Level 1: 90 – 97.9.9% achieved = 3%</p> <p>Failure level 2: 80 – 89.9% achieved = 4%</p>



6	Minimum reporting accuracy	100%	1. Accurate Monthly MI reports delivered to timescale as per Annex 1 to Part B of this Schedule 14. All scheduled reports submitted to be returned with confirmed statistical or other accuracy errors (measured across contract term, as a percentage of combined total of all formal daily/ weekly/ monthly/ quarterly returns)	Reports from systems for which the supplier is responsible. Excludes CRM reporting requirements.	Monthly	All	SPI	
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**1.7.2 KPI/SLA Category 2 – Quality**

No	Service Level	Target	Description	Systems	Measured	Service	KPI/SLA	SC Calc
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7	Agent Quality scores	90% Call Quality	Monthly quality target achievement measured against call check levels of 4 checks per agent per month (undertaken by the supplier), and both targeted and random call selection. This volume is based on an Agent working Full Time hours, and 100% allocation to this contract. Quality Standards as per Schedule 20 (Specification), Quality Assurance Framework. Monthly call quality validation activities will be undertaken by the Authority as per Specification.	Quality Assurance Framework	Monthly	All	SLA	2% service credit applied to variable element of the relevant month's total invoice. Rolling SC (more than 1 occurrence in any 3 month rolling period) 5% service credit applied to variable element of the relevant month's total invoice.
8	Service Complaints	<=0.01% calls or webchats result in a complaint	Volume of upheld complaints not to exceed 0.01% of all calls received or Webchat handled.	Supplier to report any complaint to Authority who maintain central complaints log.	Monthly	All	KPI	

9	Customer Satisfaction - Call, Webchat & Exit Survey	>=95% Satisfied	<p>1. 95%&gt;= post interaction customer satisfaction measured against each service line</p> <p>2. Measurement = number of 'satisfied' or 'Highly Satisfied' customers / number of respondents x 100%.</p> <p>3. &gt;= 95% of candidates who return an Exit Survey rate their experience as 'Good' or better.</p>	Supplier telephony system Supplier Webchat system	Monthly	All	KPI	This KPI will be developed over time and may be split to cover the separate elements of customer satisfaction.
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### 1.7.3 KPI/SLA Category 3 – Conversion

No	Service Level	Target	Description	Systems	Measure d	Service	KPI/SLA
10	Supported Candidates - Opportunity conversion rate	>=TBC% of supported candidates apply to ITT	Total number of candidates who submitted an application to ITT Vs total number of candidates supported *Reference Schedule 20 for definitions	Dynamics 365 CRM	Yearly	TTA	KPI
11	Successful applicants - Opportunity	>=TBC% of applicants successful in gaining placement to ITT	Total number of successful applicants to ITT Vs total number of candidates who submitted an application to ITT	Dynamics 365 CRM	Yearly	TTA	KPI

	conversion rate						
12	Eligible candidates - ETA	>=TBC% of eligible ETA candidates passed over to TT advisers at start of their final university year.	Total number of eligible ETA candidates passed over to TT advisers, minus total released, Vs total number of eligible candidates	Dynamics 365 CRM	Yearly	ETA	KPI
13	In Year Candidates	>=TBC% of non in year ITT candidates supported by TTAs who become in year candidates	Total number of non in year ITT candidates supported by TTAs who become in year candidates vs total number of non in year ITT candidates supported by TTAs	Dynamics 365 CRM	Yearly	TTA	KPI
14	RTTA conversion	>-TBC% supported qualified teachers returning to the workforce	Total number of supported returner teachers who successfully convert to being employed in a teaching position Vs total number of supported returners.	Dynamics 365 CRM	Yearly	RTTA	KPI

#### 1.7.4 KPI/SLA Category 4 – Pipeline

1.7.4.1 Pipeline KPIs are still in development and the aim is to work in partnership with the supplier over the life of the contract to do this.

No	Service Level	Target	Description	Systems	Measured	Service	KPI/SLA
18	Tackling Economic inequality	TBC	Create new businesses, new jobs, and new skills - Create employment opportunities, particularly for those who face barriers to employment &/or who are located in deprived areas. Reported on Bi-annually to show how the supplier is doing this and to outline the improvements (numbers/% improvements)	Supplier staffing information across the contract.	Yearly	All	KPI
19	Equal Opportunity - Workforce inequality & Disability employment	TBC	Tackle workforce inequality & Reduce the disability employment gap - The frontline workforce is representative of racialised minority, disabled & LGBTQ+ identities (compared with National Data) each year. Reported on Bi-annually to show how the supplier is doing this and to outline the improvements (numbers/% improvements)	Supplier staffing information across the contract.	Yearly	All	KPI
20	Equal Opportunity -	>50% of the highest paying jobs	Reported on Bi-annually to show how the supplier is doing this	Supplier staffing information	Yearly	All	KPI

	Gender inequality	(the Senior Leadership Team) to be filled with women by October 2025 and maintained throughout the contract.	and to outline the figures, progress and improvements	across the contract.			
21	Equal Opportunity - Gender pay gap	0% Gender pay gap - at corporate level	Reported on Bi-annually to show how the supplier is doing this throughout the business, and to outline the figures, progress and improvements	Supplier staffing information across the contract.	Yearly	All	KPI

1.7.4.2 Quality SLA is seen to be one that evolves through the life of the contract to introduce the Adviser services to a measure of Quality Checking once CRM is integrated for Adviser calls.

No	Service Level	Target	Description	Systems	Measure d	Servic e	KPI/ SLA
15	University take up	TBC	Overall take up of service from selected Universities.	TBC	Yearly	ETA	KPI

16	Supporting teaching internship schools	TBC	Support will be given by ETAs to schools delivering the Teaching Internships Programme. This will include both recruitment of interns and supporting interns during and after the visit. Exact measure to be developed over time.	TBC	Yearly	ETA	KPI
17	Support wider GiT pipeline activity	TBC	This work is varied and at the very start of the candidate journey, therefore will require an innovative approach to measurement and assessing impact. Measuring of this impact will develop over time.	TBC	Yearly	ETA	KPI

**1.7.4.3** Annual Conversion and Pipeline KPIs will all have targets that are renegotiated annually. Performance on these targets is monitored and reported upon

**1.7.5 KPI/SLA Category 5 – Social Value.**

# Part B: Performance Monitoring

## Performance Monitoring and Performance Review

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.

The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

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

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

details of any Critical Service Level Failures;

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

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

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

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:

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;

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

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.

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.

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.

### **Satisfaction Surveys**

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

## **Annex A to Part B: Performance Reports**

- 1.1 The Supplier shall deliver the reports as detailed in table 1.1.1 to the Department in line with the frequency as stipulated. The ongoing reporting requirements will be reviewed in line with clause 3.1 of Part B of this schedule.

<b>Business Area</b>	<b>Reports</b>	<b>About</b>	<b>Frequency</b>	
Contact Centre	Daily telephony stats	Key telephony data for each day of the month – this includes forecast vs calls offered and answered, AHT, % of calls answered, abandon rate, call wait time etc.	Daily	
Contract Centre	Outbound Queue Report	Number of booked calls scheduled per 30 min slot of that day, split by call type	Daily	
Contact Centre	Web Chat Report	Key web chat data for each day of the month – this includes forecast vs requested/handled, missed chats, abandoned chat figures and AHT.	Daily	
Contact Centre	SLA Report	Progress against each SLA and KPI, including progress against each SLA and KPI for the given month	Weekly	Monthly
Contact Centre	Further Education (FE) Volumes/Forms	Number of calls and emails offered and answered, AHT for calls, relevant trends from customers	Weekly	Monthly
Contact Centre	Further Education Satisfaction Data/Comments	Breakdown of responses to customer satisfaction survey, proportion of callers who responded to survey, verbatim comments left by users	Weekly	Monthly
Contact Centre	GiT Telephony	Number of forecasted calls, calls offered, answered, service level, abandonment rate and AHT during the week/month compared to the same point of previous year, breakdown of trends	Weekly	Monthly
Contact Centre	GiT Web Chat Stats	Number of forecasted chats, chats offered, answered, abandonment rate and AHT	Weekly	Monthly

		during the week/month, compared to same point of previous year, breakdown of webpage the webchat started from, breakdown of country in which webchats originate, breakdown of trends		
Contact Centre	GiT Satisfaction Data/Comments	Breakdown of responses to customer satisfaction surveys for each channel, proportion of callers who responded to the survey. Business reviews to include a proportional summary of comments provided, and supplier to provide Department with all verbatim comments separately on a weekly basis	Weekly	Monthly
Contact Centre	GiT ENIC Verbal Statements Report	Number of verbal qualification checks completed, split by whether candidate confirmed as eligible to apply to become a teacher, split by status, number of statements of comparability remaining in bundle.	Weekly	Monthly
Contact Centre	Social Media Activity Updates	Breakdown of total number of members to each related Facebook group, number of posts, number responded to by supplier, summary of key themes	Weekly	
Contact Centre	GiT Outbound Bookings	Overview showing total number of outbound bookings at time intervals for the month. Includes past months for comparison. Also to include breakdown of outcome of call and breakdown of trends.	Monthly	
Contact Centre	GiT Social Media Sentiment	Overview of positive, negative and neutral comments received for the month.	Monthly	

		Breakdown of noticeable trends.		
Contact Centre	Quality Report	Data showing quality % for inbound, outbound, web chat and FE for the month. Includes past months for comparison.	Monthly	
Adviser Service	TTA reporting	<p>Regular reporting on service, to include:</p> <ul style="list-style-type: none"> <li>• In-year candidates: number of new allocations, carried over candidates, releases, applications submitted, applications confirmed to be successful, for related week/month compared to same period of last year and cumulative stats for academic year so far</li> <li>• Cumulative figures above broken down by subject candidates wish to teach</li> <li>• Number of candidates supported looking to teach in future years, broken down by intention to apply year, and number which have been moved to becoming an in-year candidate</li> <li>• Feedback from advisers and useful insight for the Department</li> <li>• Progress towards agreed KPIs and SLAs, and forecast for remainder of the academic year</li> </ul>	Weekly	Monthly
Adviser Service	ETA reporting	<p>Regular reporting on the service, to include:</p> <ul style="list-style-type: none"> <li>• Number of new allocations and active candidates, split by intention to apply year,</li> </ul>	Weekly	Monthly

		<p>for related week/month compared to the same period of last year and cumulative stats for academic year so far</p> <ul style="list-style-type: none"> <li>• The above broken down by subject candidate wishes to teach</li> <li>• Number of candidates passed to TTAs</li> <li>• Number of Universities working with, split by level of engagement, with any related insight</li> <li>• Number of internship candidates supported</li> <li>• Feedback from advisers and useful insight for the Department</li> <li>• Progress towards agreed KPIs and SLAs, and forecast for remainder of the academic year</li> </ul>		
Adviser Service	RTTA reporting	<p>Regular reporting on the service, to include:</p> <ul style="list-style-type: none"> <li>• Number of new candidates supported, active returners, number who have successfully found a teaching post, for related week/month compared to the same period of last year and cumulative stats for academic year so far</li> <li>• The above broken down by subject candidate wishes to return to</li> <li>• Feedback from advisers and useful insight for the Department</li> </ul>	Weekly	Monthly

		<ul style="list-style-type: none"> <li>Progress towards agreed KPIs and SLAs, and forecast for remainder of the academic year</li> </ul>		
Adviser service	Adviser review (all three adviser teams)	This will depend on the agenda for each bi-annual review, however as a minimum a summary of the previous 6 months, useful trends and feedback and suggestions for innovation going forward	Bi-annually	
Adviser Service	Adviser feedback (all three adviser teams)	Feedback from advisers and useful insight for the Department. Split across all three adviser teams.	Weekly	
Ad-hoc reporting	Ad-hoc reporting	Requests for further information to be adhered to upon request from the Department, for example breakdowns of candidates supported by advisers broken down by characteristics such as age, region, etc.	TBC	

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

## 1. DEFINITIONS

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

**"Operational Board"** the board established in accordance with paragraph 4.1 of this Schedule;

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

## 2. PROJECT MANAGEMENT

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

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

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

## 3. Role of the Supplier Contract Manager

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

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

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

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

#### **4. ROLE OF THE OPERATIONAL BOARD**

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

#### **5. Contract Risk Management**

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues;
  - 5.2.3 monitoring and controlling project plans; and

- 5.2.4 monitoring and disclosing to the Buyer any risks allocated by the Supplier to their supply chain.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

# **Annex: Contract Boards**

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

Details of additional boards to be inserted.

# Call-Off Schedule 16 (Benchmarking)

## DEFINITIONS

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

<b>"Benchmark Review"</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

## **When you should use this Schedule**

The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

Amounts payable under this Schedule shall not fall with the definition of a Cost.

## **Benchmarking**

### **How benchmarking works**

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

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

The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

### **Benchmarking Process**

The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- a proposed cost and timetable for the Benchmark Review;
- a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

a description of how the benchmarker will scope and identify the Comparison Group.

The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

Once it has received the Approval of the draft plan, the benchmarker shall:

finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

market intelligence;

the benchmarker's own data and experience;

relevant published information; and

pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

using the Equivalent Data, calculate the Upper Quartile;

determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);

exchange rates;

any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### **Benchmarking Report**

For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;

if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and

include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 25 (Changing the contract).

## **Call-Off Schedule 18 (Background Checks)**

### **When you should use this Schedule**

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

### **Definitions**

**"Relevant Conviction"** means any conviction listed in Annex 1 to this Schedule.

### **Relevant Convictions**

The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS))

or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

carry out a check with the records held by the Department for Education (DfE);

conduct thorough questioning regarding any Relevant Convictions;  
and

ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

## **Annex 1 – Relevant Convictions**

Relevant Convictions shall include any Supplier Personnel placed on a barred list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006 (as amended).

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

Term	Definition
Adviser(s)	Means the individual(s) delivering the advice service comprising of Teacher Training Advisers (TTAs), Explore Teaching Advisers (ETAs) and Return to Teaching Advisers (RTTAs)
Adviser Service	As described in paragraph 4.5
Agent(s)	Means the individual(s) delivering the Contact Centre service
AI	Artificial Intelligence
Applicant	An individual who has applied for an ITT course
API	Application Programming Interface
BAU	Business as Usual
BCDR	Business Continuity and Disaster Recovery
Bi-Annual Service Report	Shall have the meaning given to it in Call-Off Schedule 13 (Implementation Plan and Testing)
BPSS	Baseline Personnel Security Standard
Business Rules	Shall have the meaning given to it in Annex A of this document
Candidate	An individual who has expressed an interest in teaching as a career
Communications Plan	A plan which sets out the communications and is linked to key milestones including workshops, audiences, and outputs
Contact Centre	As described in paragraph 3.4 of this document
Contact Centre Agents	Means the contact centre agents, whose role is described within paragraph 3.4 of this document
CaTSPA	Candidates and Trainees, Strategy, Portfolio, and Analysis Directorate
CCS	Crown Commercial Service

CRM	Customer Relationship Management
DfE	Department for Education
ETA	Explore Teaching Adviser, as described in paragraph 4.7 of this document
FE	Further Education
GiT	Get into Teaching
GiTIS	Get into Teaching Information Service, as described in paragraph 4.2.
HE	Higher Education
ITT	Initial Teacher Training
Implementation Period	Shall have the meaning given to it in Call-Off Schedule 13 (Implementation Plan and Testing)
Implementation Plan	The plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer
IVR	Interactive Voice Response
KPI	Key Performance Indicator
MTD	Month to Date
ODP	Outcome Delivery Plan
Operational Service Go Live	The date that the Supplier will begin providing the service to the public
OQT	Overseas Qualifications Team
PGITT	Post-Graduate Initial Teacher Training
QTS	Qualified Teacher Status
RTTA	Return to Teaching Adviser as described in paragraph 4.8 of this document.
Service	Get into Teaching Information Service, as described in paragraph 4.2.
Service Readiness Assurance	The process to assure the Buyer that the Supplier is ready for Operational Service Go Live

SKE	Subject Knowledge Enhancement
SLA	Service Level Agreement
SMS	Short Message Service
Test Plan	A plan which outlines how the Supplier will test that they are ready for Operational Service Go Live
TTA	Teacher Training Adviser, as described in paragraph 4.6 of this document
TWM	Teacher Workforce Model
UK ENIC	UK European Network of Information Centres
WCAG	Web Content Accessibility Guidelines

## Definitions

**Please note** that this document shall constitute Call-Off Schedule 20 (Call-Off Specification) of the Call-Off Contract. Unless otherwise defined below, all capitalised terms used within this document shall have the meanings given to them in Joint Schedule 1 (Definitions) of the Call-Off Contract.

### 1. Purpose

- 1.1. The purpose of this procurement is to award a contract to a supplier to manage the Get into Teaching Information Service (GiTIS) on behalf of the Buyer. GiTIS is a candidate support service for potential teachers, offering guidance and advice to candidates through a Contact Centre and one-to-one adviser service. As part of this service, Teacher Training Advisers (TTAs), who are experienced former teachers, provide personalised one-to-one support to candidates throughout their journey into teaching. There are also a smaller number of advisers that support former qualified teachers to access relevant training, experience and references to return to teaching jobs, and advisers that work with undergraduates in their first and second years of university to keep them engaged and inspired by teaching as a career choice.
- 1.2. The main aim of GiTIS is to attract as many candidates as possible to successfully apply for Initial Teacher Training (ITT), to support the Buyer's ambition to ensure there is an excellent teacher for every child.

## 2. Background to the Contracting Buyer

### 2.1. Department for Education

- 2.1.1. The Department for Education (DfE) is responsible for children's services and education, including early years, schools, higher and further education policy, apprenticeships, and wider skills in England.
- 2.1.2. We work to provide children's services, education and skills training that ensures opportunity is equal for all, no matter the background, family circumstances, or need.
- 2.1.3. At our heart, we are the Department for realising potential. We enable children and adult learners to thrive, by protecting the vulnerable and ensuring the delivery of excellent standards of education, training, and care. This helps realise everyone's potential – and that powers our economy, strengthens society, and increases fairness.
- 2.1.4. We are responsible for:
  - 2.1.4.1. teaching and learning for children in the early years and in primary schools;
  - 2.1.4.2. teaching and learning for young people in secondary schools;
  - 2.1.4.3. teaching, learning, and training for young people and adults in apprenticeships, traineeships and further education;
  - 2.1.4.4. teaching and learning for young people and adults in higher education;
  - 2.1.4.5. supporting professionals who work with children, young people and adult learners;
  - 2.1.4.6. helping disadvantaged children and young people to achieve more; and
  - 2.1.4.7. making sure that local services protect and support children.

### 2.2. Teacher Recruitment

- 2.2.1. Teacher recruitment is key to the Department's Schools' White Paper ambition to ensure there is an excellent teacher for every child, and to deliver against the Secretary of State's priority to set all children up for success in school, and her delivery mission to raise standards in schools and reduce the number of pupils in underperforming schools.
- 2.2.2. The Schools' White Paper committed to delivering 500,000 teacher training and development opportunities by 2024. Critical to the delivery of these ambitions is the need to support a sufficient number of high-quality trainees into Initial Teacher Training (ITT) each year. Overarching work on developing and

delivering new services to improve teacher recruitment and retention by 2024 forms part of the DfE's major projects portfolio.

- 2.2.3. There is currently a very challenging landscape for teacher recruitment, with the number of trainees starting postgraduate ITT in 2022 being only 71% of those identified as being needed. This large gap in need warrants a continued and sustained focus to maximise the number of potential candidates recruited as new trainees.
- 2.2.4. The GiTIS aligns with the DfE Schools Priority Outcome to 'Level up education standards in every part of the country, and support children and young people to recover from the impact of the Covid-19 pandemic.' It fits within the activity identified in the most recent Outcome Delivery Plan (ODP) to "[provide] continued funds to programmes that enable us to recruit and retain the best teachers and leaders".<sup>10</sup> This is also critical to contribute to the Secretary of State's delivery mission to raise standards in schools and reduce the number of pupils in underperforming schools. It also provides a smaller contribution to the skills priority outcome to 'Level up productivity and employment by improving the skills pipeline and supporting people to work' by ensuring potential candidates are supported through the application process, to facilitate access to postgraduate ITT and improve outcomes for those individuals.
- 2.2.5. The Department's responsibility is to ensure that enough high-quality trainees enter teacher training. Targets<sup>11</sup> for the number of postgraduate teachers who need to be trained each year are estimated using the DfE's Teacher Workforce Model (TWM). Recruitment shortfalls restrict the supply of well-qualified graduates to fill teacher vacancies. These shortages affect particular subjects, such as STEM (Science, Technology, English and Maths) and MFL (Modern Foreign Languages) most starkly. Recent Initial Teacher Training Census that highlighted teacher recruitment challenges, in 2022/23, stated that the number of new entrants to postgraduate ITT in 2022/23 was 23,224, a 23% decrease on the previous year<sup>12</sup>. Recruitment targets were therefore not met in the majority of subjects (excluding history, classics, physical education, and drama).
- 2.2.6. These recruitment shortfalls are driven by the current economic environment, where unemployment is low and inflation is high, driving higher earnings growth, a buoyant graduate recruitment market and concerns about the rise in the cost of living, thereby making teaching a comparatively less attractive profession.<sup>13</sup> Certain subjects are more impacted by this – with subjects such as Physics and Computing suffering due to higher-than-average wages outside the teaching profession.<sup>14</sup> There is currently a very challenging landscape for teacher recruitment, with the number of trainees starting postgraduate ITT in 2022 being

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<sup>10</sup> DfE Outcome Delivery Plan 2021 to 2022 [\[Link\]](#)

<sup>11</sup> Postgraduate Initial Teacher Training Targets 2022/23 [\[Link\]](#)

<sup>12</sup> Initial Teacher Training Census 2022/23 [\[Link\]](#)

<sup>13</sup> ONS Time Series Tool [\[Link\]](#)

<sup>14</sup> LEO Graduate and Postgraduate Outcomes [\[Link\]](#)

only 71% of those identified as being needed<sup>15</sup>. This large gap in need warrants a continued and sustained focus to maximise the number of potential candidates recruited as new trainees.

- 2.2.7. Conversely, there are more students in Higher Education (HE) than ever, with the total number of HE students in the UK in 2021/22 at 2.86m, which was up 110,000 on the previous year, and is a record high.<sup>16</sup> This means that the pool of potential teacher trainees over the coming years is larger than ever, and means there is even more possibility for positive impact from well-targeted government interventions to support this cohort to consider and actively apply to begin ITT.

### 3. Get Into Teaching Information Service Background

#### 3.1. Get into Teaching

- 3.1.1. Get into Teaching is an end-to-end, multi-disciplinary service designed to inspire people to want to teach, and to support them to successfully apply to teacher training.
- 3.1.2. Get into Teaching brings together:
- 3.1.3. a multi-channel marketing campaign;
  - 3.1.4. a multi-faceted candidate support offer; and
  - 3.1.5. digital products and services.
- 3.1.6. The mission of Get into Teaching is to make teaching a career of choice and recruit teachers in the most effective and efficient way possible, so that:
- 3.1.6.1. sufficient numbers of people aspire to teach;
  - 3.1.6.2. sufficient numbers of people successfully apply to teach;
  - 3.1.6.3. there are excellent teachers for every child; and
  - 3.1.6.4. the Buyer achieves maximum value for money in the process.

#### 3.2. Get into Teaching Information Service

- 3.2.1. The Get into Teaching Information Service (GiTIS) forms a part of the multi-faceted candidate support offer of Get into Teaching. As part of this multi-

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<sup>15</sup> Initial Teacher Training Census 2022/23 [\[Link\]](#)

<sup>16</sup> Higher Education Statistics Agency – Who's studying in HE? [\[Link\]](#)

disciplinary service, GiTIS provides candidate support through a Contact Centre and an adviser service, offering guidance throughout a candidate's journey into teaching. As part of this Call-Off Contract, Teacher Training Advisers (TTAs), who are experienced former teachers, are the Department's flagship service to support candidates, providing personalised one-to-one support to candidates during their journey into teaching. There are also a smaller number of advisers that support former teachers to access relevant training, experience, and references to return to teaching jobs, and advisers that work with undergraduates in their first and second years of university to keep them engaged and inspired by teaching as a career choice.

3.2.2. The main aim of GiTIS is to provide an expert, high-quality information and support service that maximises candidates' chances of successfully applying to ITT.

3.2.3. The Get into Teaching Information service shall:

3.2.3.1. motivate and inspire potential teachers;

3.2.3.2. maximise the number of candidates the Buyer supports who successfully apply to Initial Teacher Training (ITT);

3.2.3.3. deliver an inclusive and accessible service that that is responsive to individual needs;

3.2.3.4. seek continuous service improvements and innovations, informed by data and insight;

3.2.3.5. ensure flexibility to be able to meet changing policy needs; and

3.2.3.6. guarantee value for money.

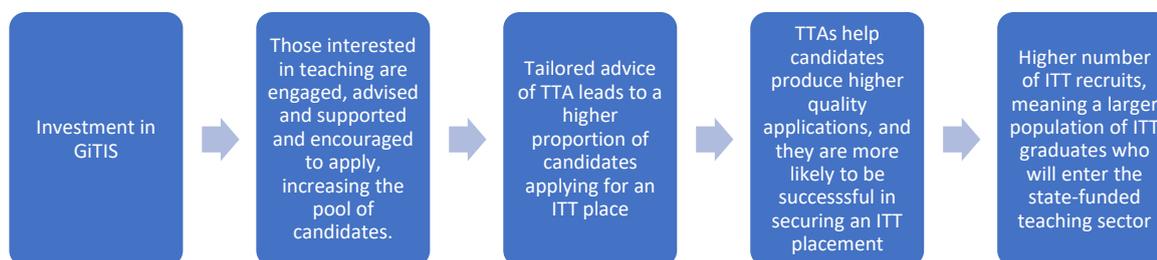
3.2.4. GiTIS has been offered as a service to potential ITT trainees since July 2007, initially through a phone Contact Centre only, expanding to include social media support and a web chat function in 2011/12. In 2012, the service evolved from a Contact Centre to incorporate 12 experienced former teachers, as one-to-one advisers. The advisers were incorporated into the service from a separate Transition to Teach programme, and the size of the adviser service has grown considerably across the last decade, helped by the introduction of Explore Teaching Advisers (ETAs), who provide one-to-one support to undergraduates in their first and second years of university, and Return to Teaching Advisers (RTTAs), who offer one-to-one support to former qualified teachers interested in returning to the profession but requiring additional support to do so.

3.2.5. The adviser service was initially targeted only at hard-to-recruit subjects, but in 2018, as a result of the success of the one-to-one mentoring support model, eligibility for advisers was expanded to all subjects, which has fed into a growth

in the overall number of candidates supported and the scale of impact of the service.

3.2.6. The tailored advice ensures that more candidates apply for an ITT place, and that those who apply have a higher chance of being accepted. This leads to more trainees in ITT, and therefore more teachers in schools. This theory of change is visualised below:

Figure 1 - Theory of Change



### 3.3. Candidate Journey

3.3.1. The core GiTIS offer supports a candidate throughout their journey, from being inspired to consider a career in teaching all the way to being accepted onto an ITT programme, as well as supporting former qualified teachers to return to teaching jobs. The service delivery model provides candidate support through two provisions:

3.3.1.1. the Get into Teaching Contact Centre, which is delivered by Contact Centre Agents, provides front line guidance about a career in teaching and the whole application process for becoming (or returning to be) a teacher, promotes the Get into Teaching service and registers eligible individuals for the adviser service; and

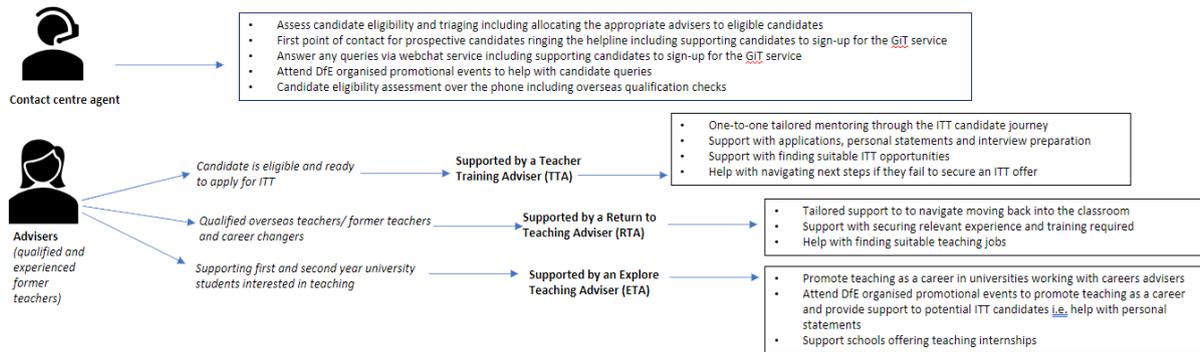
3.3.1.2. the Adviser Service, providing a one-to-one mentoring programme throughout a candidate's journey into teaching, delivered by experienced, qualified former teachers.

3.3.2. The flow diagram below (Figure 2) illustrates the candidate journey in the current service for access to the different aspects of the service as currently provided:

Figure 2 – Candidate Journey through GiTIS



**Key support channels available and services provided for potential ITT candidates**



### 3.4. Contact Centre

3.4.1. The Get into Teaching Contact Centre helps to answer any questions that potential candidates may have, either via inbound calls or queries via webchat. The Contact Centre shall be open between 8.30am and 5.30pm, Monday to Friday from the Start Date, however the Buyer would be open to flexing this as appropriate during the lifespan of the contract.

3.4.2 **Redacted] under FOIA Section 43, Commercial Interest**

The Contact Centre activity requirements consists of:

3.4.1.1. Inbound - answering phone calls from potential teachers during the Contact Centre opening hours, providing information and guidance about becoming a teacher, promoting the wider Get into Teaching Service, and signing candidates up to the service where necessary;

3.4.1.2. Webchat - answering questions from potential teachers during the Contact Centre opening hours via a live chat service, providing information and guidance about becoming a teacher, promoting the wider Get into Teaching Service, and encouraging sign-up to relevant services;

3.4.1.3. Outbound - making callbacks to candidates who request them and completing individual campaigns at the request of the Buyer. The Buyer's outbound calling strategy is expected to evolve over time;

- 3.4.1.4. Social Media - gathering trends on the Get into Teaching campaign across social media and responding to questions from potential teachers;
  - 3.4.1.5. Overseas qualifications - advising candidates with overseas qualifications on the equivalency of their degree and facilitating them to access certificates of comparability if needed;
  - 3.4.1.6. Registrations for the adviser service – promotes the benefits of the adviser service and signs eligible candidates up to this service;
  - 3.4.1.7. Support - contacting candidates supported by an adviser who are either ineligible for the service or lose contact with an adviser;
  - 3.4.1.8. Events - answer queries regarding Get into Teaching events, including signposting and registration; and
  - 3.4.1.9. Intelligence gathering on key trends/market insight – providing intelligence and key trends gathered via inbound calls and webchat conversations to the Buyer to provide an insight into market needs. This allows the Buyer to respond, or make changes to services or policy if required, to better meet the needs of the candidates.
- 3.4.2. Some Contact Centre Agents also attend Get into Teaching events alongside advisers, to help answer any queries related to ITT, perform overseas qualification checks and sign candidates up for the adviser service. Some Contact Centre Agents also attend some on-campus grad fairs across the country, particularly where the Buyer anticipates a high number of overseas students to be in attendance. Their role at these is to support by answering queries related to ITT from potential candidates.

### 3.5. Adviser Service

- 3.5.1. The adviser service – delivered by Teacher Training Advisers (TTAs), alongside a smaller number of Explore Teaching Advisers (ETAs) and Return to Teaching Advisers (RTTAs) – consumes the majority of spend against the GiTIS contract and is a major part of the Buyer’s strategy to maximise teacher recruitment. Consequently, information across the Get into Teaching website, marketing campaign and events are increasingly geared towards encouraging candidates to utilise the service.
- 3.5.2. The table below provides an overview of the type of adviser assigned to each type of eligible candidate:

Type of Candidate	Type of Adviser assigned
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Final year undergraduate students, graduates, or prospective career changers.  Must have, or be predicted, a 2:2 degree or above.	<b>Teacher Training Adviser (TTA)</b>
Undergraduate students not yet in their final year of study who are potentially interested in pursuing a teaching career.	<b>Explore Teaching Adviser (ETA)</b>
Qualified former teachers who taught in the UK and have obtained relevant teaching experience, who are interested in returning to teaching in a state school in England.	<b>Return to Teaching Adviser (RTTA)</b>

3.5.3. The below template provides an overview of the responsibilities for each type of adviser:

Reference	Responsibilities	Teacher Training Adviser	Explore Teaching Adviser	Return to Teaching Adviser
<b>Support with applications/Interviews</b>				
4.5.3.1	Provide coaching, advice, and challenge to support the completion of an application (such as the personal statement) and to assist the candidate in preparing an application that adequately reflects their teaching potential.	<input type="checkbox"/>	<b>X</b>	<b>X</b>
4.5.3.2	Support in preparing for applications and interview preparation for existing teaching roles	<b>X</b>	<b>X</b>	<input type="checkbox"/>
4.5.3.3	Support candidates to understand the application journey, interview techniques, and coaching the candidate to enable them to use their life experiences to demonstrate competencies	<input type="checkbox"/>	<b>X</b>	<b>X</b>
4.5.3.4	One-to-one teacher training interview support	<input type="checkbox"/>	<b>X</b>	<b>X</b>
4.5.3.5	General advice to navigate ITT application process including advice on different routes into teaching	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

4.5.3.6	Describe the processes involved in applying to become a teacher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5.3.7	Giving impartial advice on differences between ITT providers and routes	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
<b>Advice &amp; Support</b>				
4.5.3.8	Encourage the candidates that they support to participate in activities that shall deepen their understanding of teaching as a job and its requirements; and discuss any teaching experiences and address issues arising from them, such as negative experiences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5.3.9	Advising candidates about funding	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
4.5.3.10	Support to overcome barriers faced in becoming a teacher	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
4.5.3.11	Sharing their own experiences of life as a teacher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5.3.12	Pass on candidates to TTAs to progress onto the next stage of their ITT journey when they are eligible.	<b>X</b>	<input type="checkbox"/>	<b>X</b>
4.5.3.13	Support to access relevant training, experience and references required to secure teaching jobs	<b>X</b>	<b>X</b>	<input type="checkbox"/>
4.5.3.14	Support candidates based overseas wishing to apply for an ITT course in England.	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
<b>Engagement and Event Attendance</b>				
4.5.3.15	Attend specific Get into Teaching events organised by the Buyer	<input type="checkbox"/>	<b>X</b>	<input type="checkbox"/>
4.5.3.16	Attend events organised by ITT providers on request	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
4.5.3.17	Attend network meetings with ITT providers. These are usually virtual.	<input type="checkbox"/>	<b>X</b>	<b>X</b>

4.5.3.18	Attend ad-hoc webinars hosted by the Buyer or a partner organisation to provide advice to potential teachers	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
4.5.3.19	Attend careers fairs and events to promote teaching as a career.	<b>X</b>	<input type="checkbox"/>	<b>X</b>
4.5.3.20	Promote Teaching Internships at on-campus events	<b>X</b>	<input type="checkbox"/>	<b>X</b>
4.5.3.21	Participate in Internships programmes across the country, advising on next steps to become a teacher and promoting the wider Get into Teaching service	<b>X</b>	<input type="checkbox"/>	<b>X</b>
4.5.3.22	Strategic work with university careers teams to promote teaching as a career, and the support available from Get into Teaching for candidates across 50+ universities	<b>X</b>	<input type="checkbox"/>	<b>X</b>
4.5.3.23	Support the pipeline team to carry out engagement with strategic partnership organisations	<b>X</b>	<input type="checkbox"/>	<b>X</b>
4.5.3.24	Promote Teaching Internships to their own candidates	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
4.5.3.25	Attend a series of ad-hoc webinars aimed at those wishing to return to teaching	<b>X</b>	<b>X</b>	<input type="checkbox"/>

3.5.4. The tailored advice provided by the adviser service ensures that more candidates apply for an ITT place, and that those who apply have a higher chance of being accepted. This leads to more trainees in ITT and, therefore, more teachers in schools.

3.5.5. The GiTIS programme also provides valuable insight on the views of and barriers facing potential ITT candidates to the Buyer, which is used by the Buyer to identify challenges in the candidate journey into ITT and adjust relevant policies and delivery where appropriate.

### 3.6. Teacher Training Advisers (TTAs)

The TTAs are a team of experienced former teachers who provide one-to-one support to candidates who are either undergraduates who are ready to apply for an ITT course or are prospective career changers. TTAs shall support the candidate throughout their application process, including support with personal statements and writing ITT applications and acting as a mentor for the candidate.

Eligible candidates must have a 2:2 degree or above and support is available across all subjects – this can range from advising candidates about funding, overcoming barriers they may face in becoming a teacher, sharing their own experiences as a teacher, providing support with writing personal statements, and preparing for teacher training interviews. TTAs also attend Get into Teaching events and provider-led own events where they provide face-to-face advice to potential teachers.

**[Redacted] under FOIA Section 43, Commercial Interest**

### 3.7. Explore Teaching Advisers (ETAs)

3.7.1. ETAs provide one-to-one support to undergraduates who are not in their final year of study (typically those in their first or second year of university). These undergraduates are not yet eligible to apply for ITT, so the role of the ETAs is to keep them engaged and inspired by teaching as a career choice, and to help them be as prepared as possible for when they are eligible to apply and are passed over to receive TTA support. ETAs shall provide ongoing support with their candidate, promoting the Teaching Internships Programme and eventually passing on their candidates to TTAs when they are able to begin applications to ITT. ETAs attend sector and on-campus recruitment events and build strategic relationships with 50+ university career services. They also support the Get into Teaching pipeline team to engage new audiences and build a future pipeline of teachers via strategic partnerships with organisations like the British Forces Resettlement Service and the Institute of Engineering and Technology. The Buyer has significantly evolved this part of the service, which launched in its current format in September 2022, having previously had less focus on undergraduates and the advocacy and sector support role.

### 3.8. Return to Teaching Advisers (RTTAs)

3.8.1. RTTAs are a team of experienced former teachers who provide tailored one-to-one support to former qualified teachers interested in returning to the profession but requiring additional support to do so. This cohort are most commonly longer-term leavers who experience additional barriers in being able to successfully return. Support is available across all subjects and phases and can range from advising candidates about what has changed in the sector since they last taught, help with finding suitable refresher courses, writing personal statements, and preparing for interviews. RTTAs also attend Get into Teaching events and provide informative webinars to supported candidates giving practical help.

**[Redacted] under FOIA Section 43, Commercial Interest**

#### Summary of Adviser Service

		Candidates eligible for support	Type of support provided
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4.8.1.1	<b>Teacher Training Advisers (TTAs)</b>	<p>Final year undergraduate students, graduates, or prospective career changers.</p> <p>Must have, or be predicted, a 2:2 degree or above.</p>	<ul style="list-style-type: none"> <li>• General advice to navigate ITT application process including impartial advice on suitable providers.</li> <li>• Support to overcome barriers faced in becoming a teacher.</li> <li>• Sharing their own experiences of life as a teacher</li> <li>• Advising candidates about funding</li> <li>• Support with personal statements and writing ITT applications.</li> <li>• One-to-one teacher training interview support</li> </ul> <p>They also:</p> <ul style="list-style-type: none"> <li>• Attend Get into Teaching events, providing face-to-face support to potential teachers. There is also typically a presentation to deliver to introduce teaching and the Get into Teaching service to attendees.</li> <li>• Attend network meetings with ITT providers where requested by the Buyer, and/or provider's own events aimed at potential teachers.</li> </ul>
4.8.1.2	<b>Explore Teaching Advisers (ETAs)</b>	<p>Undergraduate students who are not in their final year of study (typically 1<sup>st</sup> or 2<sup>nd</sup> year undergraduates) who are potentially interested in pursuing a teaching career.</p>	<ul style="list-style-type: none"> <li>• Help candidates understand what teaching is really like, using their own experiences</li> <li>• Support in finding classroom experience, and other ways to explore what teaching is like</li> <li>• Support candidates to be ready to apply to ITT by the time they are eligible</li> <li>• Pass on candidates to TTAs to progress onto the next stage of their ITT journey when they are eligible.</li> </ul> <p>They also:</p>

			<ul style="list-style-type: none"> <li>• Attend careers fairs and events to promote teaching as a career.</li> <li>• Promote the Teaching Internships Programme.</li> <li>• Participate with the Teaching Internships Programme across the country, delivering face-to-face sessions within the internship schools to advise interns on the next steps to becoming a teacher and promoting the wider Get into Teaching service.</li> <li>• Strategic work with university careers teams to promote teaching as a career, and the support available from Get into Teaching for candidates across 50+ universities.</li> <li>• Support the pipeline team to carry out engagement with strategic partnership organisations.</li> </ul>
4.8.1.3	<b>Return To Teaching Advisers (RTTAs)</b>	Former qualified teachers interested in returning to profession	<ul style="list-style-type: none"> <li>• One-to-one tailored support with personal statements, writing applications and interview technique.</li> <li>• Provide guidance on accessing relevant training to support their return, teaching experience, and gaining references.</li> <li>• Help to overcome barriers in returning, including helping to understand the changes that have happened in the sector since they last taught.</li> </ul> <p>They also:</p> <ul style="list-style-type: none"> <li>• Facilitate Get into Teaching events, mostly online, to provide guidance to potential returning teachers.</li> <li>• Deliver webinars to those they support, providing practical</li> </ul>

			advice on personal statements, applications, etc.
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### 3.9. Additional provisions from this service

- 3.9.1. GiTIS has provided resilience to urgent Buyer priorities that require a customer support requirement that complement the capabilities of the existing service.
- 3.9.2. Since January 2022, GiTIS has supported the **Teach in Further Education (FE) campaign**, by providing a team of agents to staff a Contact Centre for the campaign, providing information to potential FE teachers about entering the profession. This is currently done via inbound calls and emails. Based on volumes since October 2022, demand for the service is expected to be approximately **[Redacted] under FOIA Section 43, Commercial Interest.** The FE campaign is a high ministerial priority, and the Buyer expects volumes to continue to grow as the campaign becomes better established and more prominent. Potential future growth for this service includes the introduction of a live chat service and a one-to-one adviser service, similar to that provided for the Get into Teaching campaign. Scenarios for scaling up this service shall be shared with the Supplier.
- 3.9.3. The Buyer would again like to stress that it expects changes in the Get into Teaching Information Service throughout the life of the Call-Off Contract, which may include further additional provisions. The Supplier must work with the Buyer as a strategic partner to implement any additional provisions within reasonable timeframes depending on the nature of the request.

## 4. Scope of the Requirement

### 4.1. In-Scope

- 4.1.1. The Buyer would like to stress that it expects evolutionary change in the Get into Teaching Information Service throughout the life of the Call-Off Contract, to react to innovation, changing Departmental priorities, or responding to changes in the market. The Buyer expects the Supplier to work with the Buyer as a strategic partner, and work with us to implement any proposed changes that will stimulate better outcomes.
- 4.1.2. The overall objective for this project is to secure the services of a strategic partner to deliver the Get into Teaching Information Service (GiTIS) from October 2024 to September 2029; working collaboratively to deliver on changing operational objectives and strategic priorities.
- 4.1.3. The requirements for this opportunity include:
  - 4.1.3.1. Requirement 1: Strategic Partnership (Section 5.1)
  - 4.1.3.2. Requirement 2: Integration and Use of Technology (Section 5.2)

- 4.1.3.3. Requirement 3: Delivery of Contact Centre Solution (Section 5.3)
- 4.1.3.4. Requirement 4: Delivery of Teacher Training Adviser Service (Section 5.4)
- 4.1.3.5. Requirement 5: Delivery of the Explore Teaching Training Adviser Service (Section 5.5)
- 4.1.3.6. Requirement 6: Delivery of the Return to Teaching Adviser Service (Section 5.6)

4.1.4. The Supplier must provide the following technology:

<b>Technology Requirements</b>		
<b>Reference</b>	<b>Technology</b>	<b>Provider</b>
4.1.4.1.	Telephony System	Supplier
4.1.4.2.	Relevant hardware for agents and advisers, e.g. laptops, headphones, phones	Supplier
4.1.4.3.	Relevant software and applications for staff, e.g. Word, Teams, Excel, What's App (advisers only)	Supplier
4.1.4.4.	Social Media Monitoring Software that complies with all Departmental technology and security policies	Supplier
4.1.4.5.	Webchat software, including licenses that complies with all Departmental technology and security policies	Supplier

#### 4.2. **Out of Scope**

- 4.2.1. The Supplier must integrate its technology with the Buyer's CRM system but there shall not be a requirement to replace the CRM system with a Supplier owned solution during the Call-Off Contract Period.
- 4.2.2. Any marketing activity shall be out of scope of this Call-Off Contract. This includes any digital marketing, campaigns, and creation of events.
- 4.2.3. Supporting trainees once they have started their teacher training and beyond is out of the initial scope for the Call-Off Contract. Any changes to this approach shall be formalised with the Supplier.

4.2.4. The Get into Teaching website<sup>17</sup> is out of scope for this Call-Off Contract. This website shall be managed by the Buyer.

## 5. Service Requirements

### 5.1. Requirement 1: Strategic Partnership

#### 5.1.1. Collaboration and Continuous Improvement

##### 5.1.1.1. *Collaboration*

- 5.1.1.1.1. The Buyer expects the Supplier to contribute to a strategic partnership by working in a transparent manner with clear, frequent, and open communication about all areas of performance. The Buyer requires that this working relationship be evident in, and characteristic of, all contractual delivery areas from analysis and planning stages through to delivery and performance review.
- 5.1.1.1.2. The Buyer wishes to stress that the Services it requires are expected to evolve and change throughout the duration of the Call-Off Contract. The Supplier must respond positively to this expectation and be fully committed to working with this requirement as described in their proposal.
- 5.1.1.1.3. The Supplier must provide operational expertise and input to policy development. The Supplier must contribute to the operational aspects of policy reviews, redesigns, and plan for change to service delivery within the operation as agreed in line with the Change Control Procedure.
- 5.1.1.1.4. The Buyer requires frequent engagement with the Supplier, including face to face onsite sessions to enhance and develop the service with the Supplier.
- 5.1.1.1.5. The Supplier must bring capability to shape the strategic partnership to a relationship that is underpinned by common data, a learning culture and continuous improvement. The Buyer has an ethos of data driven and evidence-based decision-making that the Supplier must embrace and adopt in design and delivery of Services.
- 5.1.1.1.6. The Supplier must work with the Buyer to produce a common data set and use their sector expertise and know-how to provide expert analysis and reporting to the Buyer. The Supplier must leverage its position within customer service engagement markets to generate improvements that make its candidates' interactions and experiences both positive and outcome focused. The Supplier must utilise data analytics and learning culture to focus on achieving the objectives.
- 5.1.1.1.7. Where the Buyer requires the Supplier to deliver reports and where the relevant data is on the Buyer's system, the Buyer must ensure the Supplier has the required access to data.
- 5.1.1.1.8. The Supplier must be flexible and work with the Buyer on continuous improvement and evolution of the service offer and technology used.

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<sup>17</sup> [Get Into Teaching | Get into Teaching GOV.UK \(education.gov.uk\)](https://www.getintoteaching.gov.uk)

- 5.1.1.1.9. The Supplier must regularly provide the Buyer with insights into teacher recruitment, based on interactions with potential teachers across the Contact Centre and adviser services.
- 5.1.1.2. *Continuous Improvement*
- 5.1.1.2.1. The Supplier shall continually improve the way in which the required Services are to be delivered throughout the Call-Off Contract Period.
- 5.1.1.2.2. The Supplier must work in partnership with the Buyer to bring insight and intelligence that will drive continuous improvement for GiTIS, enhance the Buyer's services and optimise the use of channels for candidates.
- 5.1.1.2.3. The Supplier shall present new ways of working to the Buyer during monthly/quarterly contract review meetings. Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.
- 5.1.1.2.4. The Supplier shall bring forward comprehensive proposals that provide practical and realistic options to reduce the Buyer's costs and/or to improve the quality and efficiency of the Services.
- 5.1.1.2.5. The Supplier must have a constant focus on the opportunities that technology can provide in delivering and improving Services. The Supplier must bring its knowledge and experience of utilising proven existing technology for service gains and respond to new technology developments to stimulate new thinking and delivery throughout the delivery period.
- 5.1.1.2.6. The Supplier must work closely with the Buyer to deliver a robust and optimal technology solution for the benefit of its candidates. The Supplier must work with the Buyer on an on-going basis to ensure technology is adequately supported, used correctly by advisers and agents, and constructive input is given to the design and development of both the Supplier and the Buyer provided technology.
- 5.1.1.2.7. The Buyer expects the Supplier to identify correlations and synergies between, and not constrained to, services, customer groups, demographics, market/technology developments, and communication routes to enhance existing and develop new delivery solutions for its Services.
- 5.1.1.2.8. The Buyer expects the Supplier to continuously identify and implement small incremental improvements and larger scale change to the Services.
- 5.1.1.2.9. The Supplier must assess customer satisfaction, in particular, with the quality, efficiency, and effectiveness of the Services, in accordance with Business Rules.
- 5.1.1.2.10. The Supplier must monitor compliance with the Service Levels and delivery of the Statement of Requirements.
- 5.1.1.2.11. The Supplier must secure the commitment and contribution from all Supplier Staff to the continuous improvement activity; and regularly capturing

positive and negative feedback and suggestions for change from agents and advisers based on their interactions with candidates.

5.1.1.2.12. The Supplier must conduct customer satisfaction surveys in accordance with any reasonable requirements of the Buyer and Good Industry Practice, the format and frequency of which shall be subject to the approval of the Buyer (acting reasonably). The Supplier must make available its customer satisfaction survey results to the Buyer, within an agreed timeframe.

5.1.1.2.13. The Supplier must ensure it has sufficient capacity to meet requests from the Buyer, to provide updates on its continuous improvement activity and evidence of the impact that changes are having on teacher recruitment.

5.1.1.2.14. The Bi-Annual Service Report shall be used by the Supplier to list achievements resulting from continuous improvement activity within the six (6) months preceding the report and to propose future improvements.

## 5.1.2. Contract and Change Management

### 5.1.2.1. Contract Management

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

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

5.1.2.1.3. The Supplier must attend regular meetings with the Buyer. Illustrative examples of the types of meetings the Supplier shall be required to attend are set out below:

Reference	Meeting title	Main purpose	Frequency	Regular attendees – The Buyer	Regular attendees – Supplier
5	<b>Weekly stand-up</b>	To discuss any immediate issues regarding the service	Weekly-15 mins	Candidate Support team	Account Management, Operations Management and Adviser Service Manager
5	<b>Weekly stand-up: FE Advice Line</b>	To discuss any immediate issues regarding the FE Advice Line	Weekly-15 mins	FE Advice policy team	Account Management, Operations Management
5	<b>Weekly Business Review</b>	Update from both parties on any actions from previous week, activities and priorities current	Weekly – 1 hour	Candidate Support team representatives plus, by exception, business-area	Account Management, Operations Management and Adviser Service Manager

		week and new / emerging areas of focus. A regular update from Contact Centre adviser services on management information.		specific personnel as required / appropriate	
5	<b>Management catch up</b>	Update from both parties on actions from previous week and discussion on any emerging areas of focus	Weekly-1 hour	Candidate Support manager	Account Management, Adviser Service Manager
5	<b>Explore Teaching Adviser catch up</b>		Weekly-1 hour	Pipeline Team	Manager of ETA programme
5	<b>Forecast Planning Meeting</b>	To agree forecast for upcoming weeks across the Contact Centre.	Fortnightly- 30 mins	Candidate Support team	Representatives from forecasting and operations team, and Account Management
5	<b>CRM update meeting</b>	To discuss any issues and development priorities of	Fortnightly- 30 mins	Representatives from CRM team Candidate Support team (optional)	Representatives from operations team and Adviser Service management team
5	<b>Return to Teaching Adviser catch up</b>	Update from both parties on current priorities and review of latest management information	Fortnightly- 1 hour	Returns policy team	RTTAs, Adviser Service Manager
5	<b>Strategic Catch-Up</b>	Calls between Senior Leadership representatives from the Buyer and the Supplier for a strategic discussion and point of escalation	Fortnightly - 30 mins	Senior Leadership Representative	Senior Leadership Representative
5	<b>Monthly Business Review</b>	To undertake a review of service line specific performance	Monthly – 2 hours	Candidate Support team, including team leader.	Account Management, Operations Management and

		including service levels  To review and agree monthly quality expectations.  Talk through current priorities.			Adviser Service Manager
5	<b>Bi-annual review</b>	A review of the last six months, including service levels and general performance of the service.  A strategic update from Supplier on potential improvements and innovations.	Twice per contract year – 3 hours	Candidate Support team, including team leader and senior management.	Senior leadership, Account Management, Operations Management and Adviser Service Managers

5.1.2.1.4. Attendance at contract review meetings shall be at the Supplier's own expense.

5.1.2.2. *Change Management*

5.1.2.2.1. The Parties shall follow the Variation Procedure in respect of any proposed changes to the Call-Off Contract.

5.1.2.3. *Complaints Process*

5.1.2.3.1. The Supplier must have in place robust and auditable procedures for logging, managing, escalating, and resolving issues, complaints and problems reported to it whether by the Buyer or by candidates.

5.1.2.3.2. The Supplier must accept issues, queries and complaints by telephone, email, or letter.

5.1.2.3.3. The Supplier must send a copy of its complaints log to the Buyer monthly, together with such information and documentation the Buyer may require from time to time in relation to any complaint received by the Supplier in respect of the Services.

5.1.2.3.4. The Supplier's complaints procedures must be agreed with the Buyer in writing during the Implementation Period and, thereafter, shall not be

amended without the Buyer's Approval. The Supplier must always comply with the latest version of its Approved complaints procedure throughout the Call-Off Contract Period. This shall be outlined within the contract management plan and Call-Off Schedule 4 (Call Off Tender).

5.1.2.3.5. The Supplier and the Buyer must agree a complaints resolution process during the Implementation Period with periodic reviews held to check they continue to meet the needs of the Buyer and the Supplier.

5.1.2.3.6. Where the Buyer receives direct complaints about the Services provided, the Supplier must support any efforts led by the Buyer to analyse and resolve complaints in line with the Buyer's complaints procedure.

## 5.2. Requirement 2: Implementation and Integration of Technology

### 5.2.1. Implementation Plan

5.2.1.1. The Implementation Plan must be reviewed and updated regularly by the Supplier throughout the Implementation Period. The Implementation Plan must define the Supplier's approach to transition of the Services including:

Implementation Plan Requirements	
Reference	Requirement
5.2.1.1.1.	Organisation and people resources - the implementation team structure, resource types (roles/skills), responsibilities and amount of effort (FTE days) required of each to undertake the transition.
5.2.1.1.2.	Assumptions that underpin the Implementation Plan and any constraints of knowledge transfer and continuity to ensure minimal disruption to Services.
5.2.1.1.3.	Approach to manage any urgent operational, tactical, and strategic change during the Implementation Period, risks and proposed mitigations and contingencies.
5.2.1.1.4.	Outline timeline for orderly implementation of the Service including milestones, critical paths, and dependencies.
5.2.1.1.5.	Governance requirements for successful transition.
5.2.1.1.6.	Delivering a fully tested and operational service to the satisfaction of the Buyer.
5.2.1.1.7.	Developing and agreement of a Test Plan in line with timescale specified in Call-Off Schedule 13 (Implementation Plan and Testing)

5.2.1.1.8.	Participating in Service Readiness Assurance through an agreed governance process to provide assurance to the Buyer for Approval for Operational Service Go Live.
5.2.1.1.9.	Evidence of (but not limited to) the following to support Service Readiness Assurance.
5.2.1.1.10.	Low implementation and/or operational risks (absence of medium or high risk).
5.2.1.1.11.	Staff readiness – records of training, staffing schedules and contact volume forecasts.
5.2.1.1.12.	Applications, systems and technology readiness – records of acceptance and integration.
5.2.1.1.13.	Clear Service cut-over plan, contingency plan and roll back plan.
5.2.1.1.14.	Communications Plan linked to key milestones including workshops, audiences, and outputs.
5.2.1.1.15.	Appointment of an implementation team with a successful track record of delivering service transitions.
5.2.1.1.16.	Working with the Buyer to determine the details of implementation and exact order of transition before service commencement.
5.2.1.1.17.	Monitoring the progress of implementation activities to ensure implementation to time, budget and quality and report weekly on progress achieved against delivery plans and milestones to the Buyer.
5.2.1.1.18.	Collaboration with the Buyer to develop and enhance operational processes and procedures to support smooth implementation and live running of Services.
5.2.1.1.19.	The Implementation Plan must align with the contract Exit Plan (as defined in Call-Off Schedule 10 (Exit Management)) which shall be provided within 3 months of contract commencement.

5.2.1.2. The Supplier must ensure the orderly implementation of Services and meet required Service Levels during this period and afterwards.

5.2.1.3. The Supplier must ensure that in-transit candidates experience continuity of delivery and do not experience a break in support. Please provide what information you would require to plan for an orderly transition of services.

5.2.2. Integration of Technology

5.2.2.1. *Systems and CRM*

5.2.2.1.1. The Supplier must provide contact centre technology and telephony technology systems to perform the adviser and Contact Centre Services.

5.2.2.1.2. The Supplier’s technology systems must be fully compatible and integrated with the Buyer’s owned Microsoft Dynamics operated CRM system. The Microsoft Dynamics operated CRM system is 365-Cloud based, version 9.2.

5.2.2.1.3. When upgrades are installed on the CRM system, the Supplier must ensure its technology systems maintain compatibility to enable continuous integration with the CRM system.

5.2.2.1.4. Current System functionality includes:

References	System	Key Functions	Required for this contract?
5.2.2.1.4.1.	<b>Microsoft Dynamics CRM</b>	Buyer owned CRM	This contract must use the Buyer owned Microsoft Dynamics CRM.
5.2.2.1.4.2.	<b>Microsoft Teams</b>	Communication	The Supplier may suggest other communication systems to the Buyer. The system must be able to integrate with the Buyer’s CRM system.
5.2.2.1.4.3.	<b>Zendesk</b>	Supplier owned WebChat	The Supplier may suggest other WebChat systems to the Buyer. The system must be able to integrate with the Buyer’s CRM system.
5.2.2.1.4.4.	<b>Hootsuite</b>	Supplier owned Social Media Monitoring	The Supplier may suggest other social media monitoring systems to the Buyer.

5.2.2.1.5. The Buyer shall provide support for CRM queries through their helpdesk, powered by Zendesk.

5.2.2.1.6. The Supplier must notify the Buyer of the API library used by the Supplier’s telephony system. If this is a custom API library the Supplier must notify and inform the Buyer about:

**Custom API library Requirements**

Reference	Requirement
5.2	Information on ownership of maintaining the APIs and library.
5.2	Planned changes and improvements to the API library.
5.2	Provide API documentation.
5.2	Version control and history.
5.2	Regular updates on changes in APIs and areas of impact.
5.2	Details of improvement; and reasoning.

- 5.2.2.1.7. The Supplier must ensure that the Buyer's CRM system is used to store and process all contact with candidates regardless of the channel of communication.
- 5.2.2.1.8. The Supplier must ensure its technical documentation is maintained and kept up to date, with the Buyer having the right to review documentation within 24 hours of the Buyer's request.
- 5.2.2.1.9. The Supplier's technology and telephony systems must be flexible and scalable in line with fluctuating demand volumes and evolving requirements of the Buyer.
- 5.2.2.1.10. The Supplier must ensure that all technology systems provided have been developed, implemented, and maintained in accordance with and meet the standards of the Call-Off Contract.
- 5.2.2.1.11. The Supplier must understand and agree that all information held in its technology systems relating to or arising because of the provision of the Services shall remain the property of the Buyer and must be made available to the Buyer when required. All information held must be transferred to the Buyer on expiry or termination of the Call-Off Contract.
- 5.2.2.1.12. Supplier telephony must have the functionality to record and store outbound and inbound calls. The Supplier must ensure that the recordings will be pushed to the CRM so that it is accessible to the Buyer via its Microsoft Dynamics 265 CRM.
- 5.2.2.1.13. The Supplier must ensure that all call recordings are linked to the relevant candidate record on the CRM system.
- 5.2.2.1.14. The Supplier must provide telephony systems to process inbound voice customer contact to the following telephone numbers, providing real-time and historical performance data to the following telephone numbers:

<b>Telephone Numbers</b>
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Reference	Phone Line	Phone Number
5.2.2.1.14.1.	Get into Teaching Information Service	0800 389 2500
5.2.2.1.14.2.	Teach in Further Education Helpline	0800 389 2502

5.2.2.1.15. The Supplier must provide telephony systems to process outbound contact to enable preview dialling from records in the CRM system and any 'call back' capabilities, providing real-time and historical performance data.

5.2.2.1.16. The Supplier must ensure that Contact Centre agents can view outbound calling tasks and lists and make calls via the CRM system and provide associated reporting to the Buyer on the outcome of all outbound calling tasks.

5.2.2.1.17. The Supplier must deploy technology which enables 100% recording of all calls that are processed by the Contact Centre and Adviser Service (inbound and outbound) and enables the retrieval of stored calls that are less than three (3) months old, within twenty-four (24) hours of need; and less than twelve (12) months old, within seven (7) days of need.

5.2.2.1.18. The Supplier must ensure that all recorded calls are stored securely in accordance with the standards set out in this Call-Off Contract.

5.2.2.1.19. The Supplier must ensure that when candidates call the Get into Teaching helpline, there shall be Interactive Voice Response (IVR) routing through the Supplier's telephony systems, including:

IVR Routing	
Reference	Requirement
5.2.2.1.19.1.	IVR for privacy statement
5.2.2.1.19.2.	IVR for basic branching to route the calls through the appropriate internal team.

5.2.2.1.20. The Supplier must provide facilities to support the Adviser Service including remote working and tools with which to interact with individual or groups of candidates including mobile phones and conference bridges for meetings.

5.2.2.1.21. The Supplier must ensure that any mobile phones or telephony provided to advisers are compatible with Microsoft Dynamics to enable future integration to the Buyer's CRM system if deemed necessary.

5.2.2.1.22. The Supplier must implement a process to capture suggestions for improvements to the CRM system, to understand the impact of any new releases of this technology upon the Services and its operations, and where

appropriate, participate in the testing of new releases or updates to the CRM system.

5.2.2.1.23. The Supplier must ensure that the Buyer is fully sighted in advance of any changes to its technology systems (including application suite). If such changes shall, or are reasonably likely, to affect the CRM system and/or adversely affect the provision of the Services, such change must only be implemented if agreed by the Buyer in accordance with the Variation Procedure.

5.2.2.1.24. The Supplier must, at the request of the Buyer:

Reference	Requirement
5.2.2.1.24.1.	Identify the points in the candidate interaction process where candidates become inactive and no longer pursue their interest in Initial Teacher Training.
5.2.2.1.24.2.	Analyse the reasons why candidates become inactive and no longer pursue their interest in teaching and propose improvements;
5.2.2.1.24.3.	Assist the Buyer in improving the customer journey for groups of candidates based on their profiles and behaviours.

5.2.2.1.25. All candidate data must be stored in the Buyer's own CRM system and processed in accordance with processes set out by the Buyer as explained in the Business Rules.

5.2.2.1.26. The Supplier must ensure each agent only uses the Buyer's CRM system to send emails to candidates, unless otherwise stated by the Buyer; and each adviser uses the email address assigned to them by the Buyer.

#### 5.2.2.2. *Email and SMS*

5.2.2.2.1. Email is a key channel of communication for the provision of the Services. The Supplier must ensure that the Buyer's CRM system is used to store and process all inbound and outbound email candidate contact associated with the Services.

5.2.2.2.2. SMS is another key channel of communication for the provision of the Services. The Supplier must ensure that the Buyer's CRM system is used to store and process all inbound and outbound SMS customer contact associated with the Services. The details must be stored as agreed with the Buyer.

5.2.2.2.3. The Buyer is willing to discuss other communication methods the Supplier suggests for contacting candidates.

5.2.2.3. *Live Chat*

5.2.2.3.1. The Supplier must use a webchat package that is compatible with and can be integrated into the Get into Teaching website. Live chat is a key channel of communication for the provision of the Services.

5.2.2.3.2. The Supplier and Buyer must agree an integration and an implementation plan on how the webchat functionality shall work during the Implementation Period.

5.2.2.3.3. The Supplier must ensure the live chat widget meets the appropriate WCAG accessibility guidelines for public sector websites: [WCAG 2.2 AA](#).

5.2.2.3.4. The only language required for the live chat is English.

5.2.2.3.5. The live chat widget must point to the Buyer's privacy notice<sup>18</sup>, if required.

5.2.2.3.6. The Supplier must work with the Buyer during the Implementation Period to ensure that the live chat widget is compatible and easily implementable on the Get into Teaching website.

5.2.2.3.7. The Supplier must work with the Buyer to ensure that the live chat widget's look and feel aligns with that of the website in terms of the colour scheme, tone of voice and other areas.

5.2.2.3.8. The Supplier must report to the Buyer on live chat volumes on a daily, weekly, and monthly basis.

5.2.2.3.9. The Supplier must ensure that measures are in place to provide reporting to the Buyer on both the performance of the service and feedback from candidates using the system.

5.2.2.4. *Social Media and Alternative Channels of Communication*

5.2.2.4.1. The Supplier must explore all channels of technology required by agents to view and respond to social media comments and questions on all platforms as defined by the Buyer, including Facebook, Twitter, Instagram, and Linked In. The channels within scope may change over time. Social media shall remain a key channel of communication for the Services.

5.2.2.4.2. Chatbots and other forms of AI and machine learning may be used as channels of communication where appropriate as agreed with the Buyer. This may include answering routine enquiries from potential candidates or as an out-of-hours service, however the Buyer expects the live chat function to be primarily delivered by agents. The Buyer shall work in partnership with the Supplier to understand innovations within the sector to enhance the live chat function over time.

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<sup>18</sup> [Privacy Policy | Get into Teaching GOV.UK \(education.gov.uk\)](#)

5.2.2.4.3. The Supplier must work with the Buyer and support the use and development of available and emerging technologies to maximise the outputs of agents and advisers for example, artificial intelligence, machine learning and sentiment analysis.

**5.3. Requirement 3: Delivery of the Contact Centre solution**

**5.3.1. Contact Centre Services**

**5.3.1.1. Contact Centre Delivery**

5.3.1.1.1. The Supplier must design, implement, and manage a Contact Centre operation that aims to convert inbound and outbound contact with candidates who are interested in teaching in England into potential ITT candidates. Directing them to the GiT Website and, where eligible, registering the candidates to the Adviser Service resulting in successful applications to Initial Teacher Training.

5.3.1.1.2. The Supplier must ensure that the Contact Centre is capable of meeting demand. [Redacted] under FOIA Section 43, Commercial Interest

5.3.1.1.3. The Supplier must also ensure that the following services are provided by the Get into Teaching Contact Centre:

<b>Requirement 5.3.1.1.3: Contact Centre Services</b>	
<b>Reference</b>	<b>Requirements</b>
5.3.1.1.3.1.	<b>Inbound Calls:</b> Answering inbound calls from candidates and answering their queries and providing support.
5.3.1.1.3.2.	<b>Outbound Calls:</b> Make outbound calls to candidates that have requested callbacks and for any future campaign purposes as stipulated by the Buyer.
5.3.1.1.3.3.	<b>Website and Webchat:</b> Effectively handle webchat requests from candidates from the website and directing candidates to the Get into Teaching website for further information where required.
5.3.1.1.3.4.	<b>Registration:</b> Registering candidates for adviser support, who shall be allocated individual advisers by an allocation team.
5.3.1.1.3.5.	<b>Overseas qualification:</b> Advising candidates with overseas qualifications on the equivalency of

	their degree and to facilitate them to access certificates of comparability if needed.
5.3.1.1.3.6.	<b>Social Media:</b> Gathering trends on the Get into Teaching campaign across social media and respond to questions from potential teachers.
5.3.1.1.3.7.	<b>Support:</b> Contacting candidates supported by an adviser who are either ineligible for the service or lose contact with an adviser.
5.3.1.1.3.8.	<b>Further Education Teaching Campaign:</b> Providing advice to candidates navigating the process for teaching in FE settings. This is currently done via inbound calls and incoming email.
5.3.1.1.3.9.	<b>Campaigns:</b> Complete individual campaigns at the request of the Buyer. The Buyer's outbound calling strategy shall change over time.
5.3.1.1.3.10.	<b>Get into Teaching Organised Events:</b> Attend events or recruitment fairs (e.g. on-campus grad fairs) across the country, where agents shall support candidates by answering any questions about getting into teaching and registering suitable candidates to the Adviser Service.
5.3.1.1.3.11.	<b>Customer satisfaction:</b> Offer candidates the opportunity to complete a satisfaction survey at the end of each call or webchat and report on this to the Buyer.

5.3.1.1.4. The Supplier must process all contact received on the Get into Teaching Information Service's voice and digital channels during the Hours of Service of 08:30 to 17:30 hours, Mondays to Fridays, excluding bank holidays. The Hours of Service may be altered through agreement between the Buyer and the Supplier.

5.3.1.1.5. The Supplier must capture information on all inbound and outbound contact with candidates in the Buyer's CRM System including candidate details, what support was provided, any updates to existing candidate records on CRM and next steps. Refer to the Data Flow for the CRM system.

5.3.1.1.6. The Supplier must ensure that the Contact Centre is accessible to all potential candidates, including those with hidden and non-hidden disabilities.

5.3.1.1.7. The Supplier must share with the Buyer any market insight and key trends gathered during contact with candidates via inbound calls and webchat conversations to allow the Buyer to better understand the needs of the contact centre users. This will support the Buyer in decision making around any changes that may be required to existing services or policy.

5.3.1.1.8. The Supplier must work with the Buyer as a strategic partner to implement changes to the Contact Centre service to ensure the service remains fit for purpose, responds to changes in the market and implements any innovations which can improve the service.

5.3.1.2. *Inbound*

5.3.1.2.1. The Supplier must ensure the Get into Teaching Contact Centre agents can handle queries regarding:

Requirement 5.3.1.2.1: Contact Centre	
Reference	Requirements
5.3.1.2.1.1.	<b>Eligibility for ITT:</b> Provide details around the eligibility criteria for ITT. Where a candidate may not be eligible, the agent shall provide suitable next steps on what that candidate could do to become eligible to apply for ITT.
5.3.1.2.1.2.	<b>Becoming a Teacher:</b> Respond to questions about teaching, ITT, and opportunities to experience teaching.
5.3.1.2.1.3.	<b>Resources and Financial Support:</b> Answer queries on the resources and support (including financial incentives) that are available to candidates. In doing so, the agent must encourage and motivate candidates to use these resources and to take their next step in the application process.
5.3.1.2.1.4.	<b>Registration:</b> Where candidates are eligible to receive support from the candidate Adviser Service, and they wish to access it, the agent must advise the candidate of their next steps, which shall usually be to sign the candidate up to the service using the CRM system if eligible.
5.3.1.2.1.5.	<b>Resources and Financial Incentives:</b> On the resources and support (including financial incentives) that are available. In doing so, the agent shall encourage and motivate candidates to use these resources and to take their next step in the application process.
5.3.1.2.1.6.	<b>Application Process:</b> Answer queries regarding the application process, and DFE's 'Apply for Teacher Training' site.
5.3.1.2.1.7.	<b>Subject Knowledge Enhancements (SKE):</b> Answer queries regarding SKE, including availability, timescales, eligibility, and funding

5.3.1.2.1.8.	<b>Events:</b> Answer queries regarding Get into Teaching events, including signposting and registration.
5.3.1.2.1.9.	<b>Other:</b> Answer any other queries that are reasonable and relevant according to the scope.

5.3.1.2.2. At the end of each inbound call, the Supplier must ensure the agents offer the candidate the opportunity to complete a satisfaction survey.

5.3.1.3. *Outbound Calls*

5.3.1.3.1. The Supplier must only make outbound calls to candidates that have requested callbacks and for any future campaign purposes as stipulated by the Buyer, for example candidates who have unsuccessfully applied to Teach First who opt in to being contacted by the service.

5.3.1.3.2. The Supplier must ensure where an outbound call attempt results in the opportunity to leave a voicemail message, the agent shall do so. In that message, the agent must identify their name and explain that they are calling from Get into Teaching. They shall provide the helpline number for the Get into Teaching Information Service, its operational hours and communicate that support is available during those operational hours.

5.3.1.3.3. The Supplier must ensure where a candidate books a slot for a call-back through the website, that the agent contacts them at the requested time and in accordance with service levels (refer to Schedule. The callbacks shall be for one of two reasons:

Callbacks	
Reference	Requirement
5.3.1.3.3.1.	The candidate has tried to sign up for an adviser however requires their qualifications to be assessed. The agent shall use the call to assess their eligibility. Should the candidate be eligible for an adviser, the agent shall complete the sign up for an adviser during the call. If the candidate is not eligible, the agent shall either allocate the candidate to the Support team and/or advise on steps the candidate can take to become eligible.
5.3.1.3.3.2.	The candidate has requested a callback whilst signing up for a Get into Teaching service on the website. The agent shall use the call to answer any questions the candidate has, explain the benefits of Get into Teaching Services, and sign

	the candidate up for any relevant service(s) using the CRM system.
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- 5.3.1.3.4. The candidate can request a 30-minute slot to be contacted during opening hours, any time from one hour in advance to two weeks. There is a maximum number of call booking slots available for each 30-minute period, which shall be managed by the Supplier within the CRM system (Note: current quota is 20 booking slots available per 30-minute slot).
- 5.3.1.3.5. The Supplier must provide adequate staffing levels to honour all requested call bookings.
- 5.3.1.3.6. Where the Supplier is unable to contact a candidate after the agreed number of call attempts set out in the Business Rules, they must send an automated email to them to solicit inbound contact using content agreed with the Buyer.
- 5.3.1.3.7. At the end of each outbound call, the Supplier must ensure the agents offer the candidate the opportunity to complete a satisfaction survey.
- 5.3.1.3.8. At the end of each inbound call, as well as updating the relevant record in CRM, the Supplier must ensure the agents complete a short survey regarding the theme and outcome of the calls answered. This survey shall be provided by the Buyer. The Buyer shall share at regular agreed intervals the responses with the Supplier to support analysis of key trends and identify any further briefing or training requirements the agents may need.
- 5.3.1.4. *Website and Webchat*
- 5.3.1.4.1. The Supplier must ensure that agents direct candidates to the [Get into Teaching website<sup>19</sup> for further information.](#)
- 5.3.1.4.2. The Supplier must ensure that agents effectively handle webchat requests from candidates to appropriately address the candidate's reason for contact, provide appropriate solutions and explore further support for the candidate.
- 5.3.1.4.3. The Supplier must ensure that agents facilitate sign up for GiT Services by providing the relevant weblinks.
- 5.3.1.4.4. The Supplier must ensure that agents encourage candidates with overseas qualifications to call the GiT line for support with an overseas qualification check.
- 5.3.1.4.5. At the end of each webchat, the Supplier must ensure the agents offer the candidate the opportunity to rate the webchat.
- 5.3.1.4.6. At the end of each webchat, the Supplier must ensure the agents complete a short survey regarding the theme and outcome of the chats answered. This survey shall be provided by the Buyer. The Buyer shall share at regular agreed intervals the responses with the Supplier to support analysis of key

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<sup>19</sup> [Get Into Teaching | Get into Teaching GOV.UK \(education.gov.uk\)](#)

trends and identify any further briefing or training requirements the agents may need.

5.3.1.5. *Registration for the Adviser Service*

- 5.3.1.5.1. The Supplier must ensure that agents are triaging eligible candidates to the appropriate type of adviser (TTA, ETA or RTTA) for support, depending on the candidate’s individual circumstances.
- 5.3.1.5.2. Once a candidate has been added to the ‘allocations pot’ each candidate shall be assigned appropriately through a robust allocations process to match them to a suitable adviser dependent on the candidate’s preferred teaching region (if provided), teaching subject and adviser capacity. Current limitations mean that this process cannot be fully automated through the Buyer’s CRM.
- 5.3.1.5.3. The Supplier must ensure that when a candidate is deemed to be eligible for, and decides to utilise, the Adviser Service, the Contact Centre Agent must:

Registration for the Adviser Service	
Reference	Requirement
5.3.1.5.3.1.	Assess the needs of the potential candidate, providing guidance accordingly.
5.3.1.5.3.2.	Record the appropriate details via the CRM System.
5.3.1.5.3.3.	Explain the next steps to the candidate.

5.3.1.6. *Overseas Qualifications*

- 5.3.1.6.1. The Supplier must ensure that agents advise candidates with overseas qualifications on the equivalency of their degree and other qualifications to check to see if they meet the standards set for English teacher training. Initially a free verbal statement of comparability must be carried out by agents accessing the comparison record on the UK European Network of Information Centres (UK ENIC) site. All agents across the contact centre are expected to be trained to carry out the verbal statement of comparability.
- 5.3.1.6.2. Additionally, the Supplier must provide a separate overseas qualification team who must provide candidates with an official ENIC digital e-statement of comparability, once they have submitted their application, if their ITT provider has asked for them for this. There shall be no charge to the candidate for this service. This will require outbound calling from the team to candidates who request the service.
- 5.3.1.6.3. The Buyer has an agreement with UK ENIC to purchase ‘bundles’ of e-statements of comparability which are directly invoiced to the Buyer, however the process of issuing the statements and to monitor how many

statements are used/left on each bundle is to be administered by the Supplier. [Redacted] under FOIA Section 43, Commercial Interest

5.3.1.7. *Social Media*

- 5.3.1.7.1. The Supplier must gather trends on the Get into Teaching campaign across social media and respond to questions from potential teachers. The Supplier shall be responsible for monitoring and responding to Facebook posts, signposting resources, and engaging on other platforms.
- 5.3.1.7.2. The Supplier must report on the activity and performance of these online support groups on a weekly basis.

5.3.1.8. *Support*

- 5.3.1.8.1. The Supplier must ensure that agents provide support to candidates who are either ineligible for the service or lose contact with an adviser.
- 5.3.1.8.2. The Supplier must establish and maintain a team of appropriately skilled agents as set out by the Buyer to help candidates that are not eligible for the candidate Advice Service to overcome issues that prevent them from being ready to benefit from this support. This shall include the provision of follow-up advice and support on issues such as the recognition of international qualifications and what steps the candidate may need to take to become eligible for the Service.
- 5.3.1.8.3. The Supplier must deploy appropriately skilled agents to assist in establishing why a candidate may have lost contact with their adviser, explore if they are still interested in teaching and establish any progress made with this. The agents shall encourage the candidate to re-engage with their adviser for further support. The agents shall then confirm with the relevant adviser the outcome of the call.
- 5.3.1.8.4. The Supplier must deploy appropriately skilled agents to assist advisers for the Adviser Service in handling elements of the role that do not require prior teaching experience (such as advising on funding queries, finding school placements or administrative tasks). The Supplier shall use this and other such approaches, to maximise the productivity of the advisers that provide the Adviser Service.
- 5.3.1.8.5. The Supplier must capture information from candidates who are experiencing any technical difficulties with the Buyer's Apply for Teacher Training Service and share this information with the relevant support teams managed by the Buyer. The Supplier must comply with the relevant technology requirements (Zendesk) to work with the Buyer's support team.

5.3.1.9. *Further Education Teaching Campaign*

- 5.3.1.9.1. The Supplier must ensure agents provide advice to candidates navigating the process for teaching in FE settings. This is currently done via inbound calls and incoming email.
- 5.3.1.9.2. The Teach in Further Education Advice line may be expanded at the request of the Buyer to include additional channels, including a live chat service or an adviser service specifically for those interested in teaching in FE.

#### 5.3.1.10. *Campaigns*

5.3.1.10.1. The Supplier must complete individual campaigns at the request of the Buyer. The subjects of these campaigns may vary in nature and may not always be linked to the Get into Teaching Service but another area of the Buyer's work. The Buyer's outbound calling strategy shall change over time.

#### 5.3.1.11. *Events*

5.3.1.11.1. The Supplier must ensure that there are sufficient agents trained to attend events at the request of the Buyer. For planned Get into Teaching events or recruitment fairs (e.g. on-campus grad fairs), the Buyer shall inform the Supplier at least 8 weeks in advance for staffing requirements for the following school term. The Supplier shall be responsible for providing agents to attend each of the requested events. [Redacted] under FOIA Section 43, Commercial Interest

5.3.1.11.2. The Buyer shall provide any relevant training and branded clothing for agents to wear at events as well as the use of tablets where required.

5.3.1.11.3. The Supplier shall ensure that agents support candidates at events by answering any questions they have about getting into teaching, providing qualification checks for those with overseas qualifications and registering suitable candidates to the Adviser Service.

5.3.1.11.4. The Supplier shall be responsible for booking travel for agents, and all travel must be in line with the Buyer's travel policies. Hotels shall be booked by the Buyer for the Supplier. The Supplier shall be permitted to invoice the Buyer monthly for all incurred expenses, as well as travel costs, providing all expenses are in line with the Buyer's expenses policy.

5.3.1.11.5. The Supplier must ensure there are sufficient agents within the Contact Centre who have been trained to support at face-to-face events and have the appropriate skill set.

5.3.1.11.6. The Supplier must ensure that, when agents are unavailable to take calls within the Contact Centre due to events, the Contact Centre is adequately staffed to achieve agreed Service Levels.

#### 5.3.2. *Resource and Demand Management*

##### 5.3.2.1. *Recruitment and Retention*

[Redacted] The Supplier must ensure that there are a suitable number of agents to handle Contact Centre volumes.

[Redacted] [Redacted] under FOIA Section 43, Commercial Interest

5.3.2.1.3. The Supplier must maintain an up-to-date forecast of all recruitment needs across the Contact Centre and management and highlight any risks to the Buyer in respect of the quality of the Services.

5.3.2.1.4. The Supplier must perform any necessary pre-employment checks, such as references and criminal records checks.

5.3.2.1.5. The Supplier must ensure all candidates go through on-line assessments to assess:

Contact Centre Candidate Assessments	
Reference	Requirements
5.3.2.1.5.1.	Typing speed and accuracy
5.3.2.1.5.2.	Spoken English – pronunciation, fluency, active listening and understanding

5.3.2.1.6. The Supplier must ensure all contact centre staff have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer, as set out in Schedule 9 (Security).

5.3.2.1.7. The Supplier must run effective and efficient recruitment processes for all Supplier Staff involved in the provision of the Services.

5.3.2.1.8. Subject to applicable law, the Supplier must maintain a list of potential recruits for the GiTIS Contact Centre to be called upon in case of need.

5.3.2.1.9. The Supplier must continually review its provision of the Services to ensure it is achieving the optimal staffing to meet the Buyer's requirements. This may include the process of optimising and blending resources across the Supplier's other contracts, where the Buyer has provided Approval.

5.3.2.2. *Demand Management and Forecasts*

5.3.2.2.1. The Supplier must utilise its technical and market knowledge to understand and accurately forecast how much activity it will be required to manage and what the resource implication shall be to manage the anticipated activities.

5.3.2.2.2. The Supplier must be able to meet demand in line with Service Levels and to support flexible, scalable, and responsive delivery of Business as Usual (BAU) Services.

**Redacted] under FOIA Section 43, Commercial Interest**

5.3.2.2.3. The Supplier shall have responsibility for forecasts and accountability for its accuracy, however will work collaboratively with the Buyer.

5.3.2.2.4. The Supplier will provide a 12-week rolling forecast with a 6-week lock. The Supplier and Buyer will review and discuss the forecast and the staffing capacity plan; the Buyer will have final sign-off of the forecasts. The supplier will be guaranteed a minimum of 75% of the agreed forecasts.

- 5.3.2.2.5. The Supplier must adapt to unexpected changes, which may occur because of demand for the Services increasing or decreasing. Examples of this may be a change in the need that candidates have for support, changes in seasonality or increases or decreases in the quantity of outbound contact that the Buyer requires. The Buyer and Supplier will agree an appropriate method of updating changes to processes and procedures and issues relating to services.
- 5.3.2.2.6. Where efficiencies are identified then these are to be recorded and jointly agreed. This will be an on-going activity as business as usual.
- 5.3.2.2.7. The Supplier must have processes in place to quickly ramp up and down Contact Centre agent staff requirements, owing to planned or unforeseen peaks and troughs in activity levels, while meeting the Buyer's requirements.
- 5.3.2.2.8. The Buyer shall endeavour, at least twelve (12) weeks in advance, to inform the Supplier of any changes in policy which may impact the Services. On being informed or becoming aware of a change that may affect demand, the Supplier must assess the impact on demand for Contact Centre and candidate Adviser Services. Where this is likely to create a plus or minus ten percent change in demand for either element of the Service, the Supplier must:

<b>Change in Demand</b>	
<b>Reference</b>	<b>Requirement</b>
5.3.2.2.8.1.	Prepare forecasts of demand and the costs/savings reflecting the changes; and
5.3.2.2.8.2.	Provide a report to the Buyer on the implications and any recommendations for the actions required (the report shall be provided within ten (10) Working Days of the Supplier becoming aware of the relevant changes to the Buyer's policy).

- 5.3.2.2.9. The Supplier must develop and agree the following with the Buyer within thirty (30) days from the Start Date:

<b>Call Off Commencement</b>	
<b>Reference</b>	<b>Requirement</b>
5.3.2.2.9.1.	Operating Model - the method of working in which the Supplier permits its people to work, where, when and however they need, to optimise their performance and to do their best work.

5.3.2.2.9.2.	Resource plan for operational delivery highlighting appropriate skill sets for each Business Area and Service Line.
5.3.2.2.9.3.	Plan identifying pipeline and contingency for staff attrition and sickness.
5.3.2.2.9.4.	Safeguarding policy with regards to interacting with young and vulnerable candidates.

5.3.2.2.10. The Supplier must use its forecasts to ensure it has sufficient resource to meet actual demand at the required Service Levels by making appropriate decisions on recruitment, training, scheduling, and staff deployment.

5.3.2.2.11. The Supplier's resource deployment plans must reflect differences in the level of demand that arise in seasonal activity by candidates across the course of the year or any other relevant seasonality to activity, and any longer-term trends in volume levels or channel preferences by candidates.

5.3.2.2.12. The Supplier must ensure its provision of the Services is flexible to respond to changes in demand, including rapid recruitment of suitable agents, advisers, management and administrative staff, and the downsizing of operations in line with the Buyer's requirements and forecasts.

5.3.2.3. *Training*

5.3.2.3.1. The Supplier must ensure that all Supplier Staff possess the qualifications, experience, and competence appropriate to the tasks for which they are employed.

5.3.2.3.2. The Supplier must ensure that all Supplier Staff that deliver the Services act responsibly and professionally, to provide the Services with all due skill, care, and diligence as is to be expected of a skilled professional engaged in the supply of the required Services.

5.3.2.3.3. The Supplier must ensure that all Supplier Staff are adequately trained and developed to ensure the Buyer's requirements are met. The Supplier's coaching must focus on outcomes to the benefit of the Buyer and the delivery of Services.

5.3.2.3.4. Where agreed by the Buyer, the Buyer may assist in delivering the training. For example, a train the trainer approach may be used for the CRM system, or the Buyer may provide briefings on changes to teacher recruitment policy.

5.3.2.3.5. The Supplier must provide training as appropriate i.e., to reflect implementation changes or changes to ways of working to a frequency as agreed with the Buyer. Examples of training topics include:

Training Topics	
Reference	Requirement

	Delivery of excellent customer experience.
	How to handle queries on changes to policy.
	Closing techniques to assist in conversion.
	Efficiency working practices, for example, using listening and speaking skills to control and direct conversations.

5.3.2.3.6. The Supplier must ensure training facilities are available for induction and top-up training for all roles to ensure that all agents and advisers have an adequate understanding of the subject matter of advice that is being provided to candidates.

5.3.2.3.7. The Supplier must maintain a range of training and learning and development techniques suitable for the roles required to deliver the Services and the operating model; and maintain a competency database or tracker on the training received by staff and provide it to the Buyer on request.

### 5.3.3. Quality and Performance Management

#### 5.3.3.1. *Quality Assurance Framework*

5.3.3.1.1. The Supplier must develop and maintain a quality management strategy to cover each channel across the Contact Centre. This strategy shall include, but shall not be limited to, the number of calls / chats monitored per channel per month, per agent per month, and quality matrices tailored to each channel, and how intelligence from quality monitoring shall inform future improvements to the service.

5.3.3.1.2. Quality matrices must be developed by the Supplier, for Approval by the Buyer. This shall include, as a minimum, a breakdown of expectations for call/chat structure, format, and tone of contact from the agent, product knowledge and appropriate solution.

5.3.3.1.3. The Buyer shall engage in levelling sessions for each aspect of the service, which shall typically take place twice a month (one session for webchat and one for inbound/outbound calls). This may change over time, however.

5.3.3.1.4. The Buyer also reserves the right to complete mystery shopping for each aspect of the service and shall complete additional monitoring of calls and chats. The exact number of additional monitors completed by the Buyer shall vary over time.

5.3.3.1.5. The Supplier shall incentivise agents' performance.

#### 5.3.3.2. *Agent Knowledge base*

5.3.3.2.1. The Supplier must work with the Buyer to build a knowledge base that is easily accessible to the Buyer to support the work of the agents. A clear process is

to be agreed between the Supplier and Buyer during transition planning on managing the knowledge base to ensure it is up to date at all times.

#### 5.3.3.3. *Agent Performance*

5.3.3.3.1. The Supplier must track agent performance to ensure that candidates are receiving a quality service.

5.3.3.3.2. The Supplier must provide the relevant facility for a candidate to provide optional feedback on their satisfaction of the service they have received following each phone call and webchat handled.

5.3.3.3.3. The Supplier must investigate any negative feedback and identify any improvements or training requirements for particular agents based on feedback received.

5.3.3.3.4. The Supplier must report to the Buyer the satisfaction data and comments on a weekly and monthly basis.

#### 5.3.3.4. *Reports and Analysis*

5.3.3.4.1. The Supplier must provide the Buyer with detailed reports and analysis regarding the Contact Centre's performance and customer insights to enable improvements in quality and innovation.

5.3.3.4.2. For indicative purposes, the current reporting requirements are outlined in section 7.2.

### 5.4. **Requirement 4: Delivery of the Teacher Training Adviser (TTA) Service**

#### 5.4.1. *Organisational Structure*

5.4.1.1. The Supplier must design and implement a service that is efficient and effective at converting candidates into applicants to ITT and successful applications to ITT.

5.4.1.2. The Supplier must ensure that there is sufficient capacity to provide a high-quality experience for candidates and maximise conversion to ITT.

5.4.1.3. The Supplier must work with the Buyer as a strategic partner to implement changes to the TTA service during the length of the contract, to ensure the service remains fit for purpose, responds to changing Departmental priorities and implements any innovations which can improve the service.

5.4.1.4. The Supplier must ensure TTAs have the ability to work from home.

#### 5.4.2. *Candidate Support*

##### 5.4.2.1. *Candidate Eligibility*

5.4.2.1.1. TTAs support those ready to apply for teacher training in a twelve (12) month period and that meet other eligibility criteria as set out in the Business Rules. They also support graduates who will apply in more than 12 months' time.

- 5.4.2.1.2. Eligibility for the TTA service shall be set by the Buyer, including preferred subject and degree class of candidates. This may change over time and is reviewed by the Buyer at least annually.
- 5.4.2.1.3. TTAs shall support candidates up to the point at which they find a place on an ITT course.
- 5.4.2.1.4. The Buyer may require the Supplier to pilot the support of different groups of candidates or supporting candidates at a different stage of their journey, with a view to amending the eligibility criteria of the Adviser Service in the future. For example, supporting candidates who have found an ITT course up to the point of starting ITT.
- 5.4.2.2. *TTA Responsibilities*
- 5.4.2.2.1. TTAs are a team of experienced former teachers who provide one-to-one support to candidates who are either undergraduates who are ready to apply for an ITT course or are prospective career changers.
- 5.4.2.2.2. The Supplier must ensure TTAs support the candidate throughout their application process, including support with personal statements and writing ITT applications and acting as a mentor for the candidate.
- 5.4.2.2.3. The Supplier must ensure all TTAs offer personalised support to every eligible candidate on a one-to-one basis that takes into account the specific needs of the candidate. They must be flexible in how they offer support including telephone, via email, What's App, video calls and SMS.
- 5.4.2.2.4. TTAs shall talk about their own experiences as a teacher and talk honestly about challenges they faced, however are expected to be positive about the profession and must align with lines given by the Buyer.
- 5.4.2.2.5. The Supplier must ensure that TTAs fulfil the following responsibilities:

TTA Responsibilities	
Reference	Requirement
	<b>Initial call:</b> Discuss with the candidate why they want to teach, subject clarification, career change, choice of providers etc.
	<b>Eligibility:</b> Advice regarding eligibility of the candidate for ITT courses; qualifications, degree, GCSE requirements etc.
	<b>Financial:</b> Advice regarding bursaries, scholarships, salaries, and tuition fees
	<b>International Enquiries:</b> Referral to degree comparison checks, bursaries and visa information and guidance, ENIC explanation
	<b>Events:</b> Signposting events in the candidate's region and local Get into Teaching events.

	<b>Course Details:</b> DFE's Find and Apply systems – supporting candidates about how to find and choose the right provider for them and giving support about how to navigate the Apply system.
	<b>Personal statement:</b> Introduction of what makes a good personal statement and what to include, looking at experience and qualifications. Support with drafting, reviewing, and providing feedback.
	<b>Application Process:</b> Supporting candidates with their applications and references
	<b>Subject Knowledge Enhancement (SKE):</b> Providing advice and guidance around availability, timescales, eligibility, and funding for SKE.
	<b>Interview:</b> Supporting candidates in prepping for interviews - typical questions, tasks, lessons, and practice.
	<b>Social Media:</b> Monitoring and responding to Facebook posts.

#### 5.4.2.3. *Candidate Contact*

5.4.2.3.1. The Supplier must ensure that TTAs update the CRM system after each contact with a candidate with information that shall be agreed with the Buyer during the Implementation Period, including but not limited to:

Advice and Guidance	
Reference	Requirement
	A summary of the interaction and next steps.
	Updates such as the adviser's assessment of the candidate's likelihood to apply, need for support and the likelihood an application will succeed; and
	Whether the candidate has applied, successfully applied, or been accepted onto an initial teacher training course.

5.4.2.3.2. The Supplier must ensure TTAs initiate contact with the candidate within the timeframe set out in the Business Rules. TTAs must complete induction activities and agree a contact plan that meets the needs of the candidate, by the time of the second meeting.

5.4.2.3.3. The Supplier must ensure TTAs are proactive in contacting the candidates that they support as well as responding to their enquiries. The Buyer expects flexibility of advisers to meet the demands of the role, including some evening and weekend work.

5.4.2.3.4. The Supplier must ensure that all candidate interactions are recorded for audit purposes, apart from pre-agreed instances.

5.4.2.3.5. The Supplier must ensure TTAs document “Unresponsive candidates” as those that upon assignment to an adviser are unresponsive after six (6) weeks and following two final messages and two attempts to contact them by telephone. The adviser must then close them from their caseload. An adviser must reactivate a closed candidate at any time if the candidate wishes to progress their ITT application in that recruitment year.

5.4.2.3.6. The Supplier must ensure that the TTA service is accessible to all potential candidates, including those with hidden and non-hidden disabilities.

5.4.2.4. *Recruitment and Retention*

5.4.2.4.1. The Supplier must ensure that there are a suitable number of TTAs to support the number of candidates looking for support. **Redacted] under FOIA Section 43, Commercial Interest**

5.4.2.4.2. The Buyer expects that the staffing profile for TTAs will remain consistent throughout each academic year.

5.4.2.4.3. The Supplier must run effective and efficient recruitment processes for all Supplier Staff involved in the Adviser Service.

5.4.2.4.4. The Supplier must ensure all TTAs have relevant experience of teaching within a maintained school/Academy within England, hold Qualified Teacher Status (QTS) and have demonstrated to the Supplier that they have suitable skills for the role.

5.4.2.4.5. The Supplier must ensure TTA recruitment takes into account the school academic year and teacher notice periods, which shall impact the lead time required to recruit new advisers.

5.4.2.4.6. The Supplier must ensure that TTAs are geographically dispersed across England.

5.4.2.4.7. The Supplier must ensure that across the TTA service, advisers are able to give advice on every secondary ITT subject and primary.

5.4.2.4.8. The Supplier must maintain an up-to-date forecast of all recruitment needs across the TTA service and highlight any risks to the Buyer in respect of the quality of the Services.

5.4.2.4.9. The Supplier must ensure TTAs have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer, as set out in Schedule 9 (Security).

5.4.2.4.10. Subject to Law, the Supplier shall maintain a list of potential recruits for the candidate Advice Service to be called upon in case of need.

5.4.2.5. *Management of the TTA Service*

- 5.4.2.5.1. The Supplier must ensure TTAs are based in a geographically dispersed manner so that they are able to attend teacher training promotional events at job fairs, careers fairs and university events across England organised by the Buyer where needed; and have local teams, with an individual in each team collating regular feedback and customer intelligence to the Buyer to support policy development.
- 5.4.2.5.2. The Supplier must ensure processes are in place to allow the TTAs to be changed due to operational reasons or at the request of the adviser or candidate.
- 5.4.2.5.3. The Supplier must have processes to monitor and manage adviser caseloads to ensure the efficient use of adviser resource.
- 5.4.2.5.4. The Supplier must use data from relevant sources, including the CRM system, to forecast the number of successful applications across candidate groups (such groups as determined by the Buyer and notified to the Supplier). The Supplier must report this to the Buyer on a weekly and monthly basis.
- 5.4.2.5.5. The Supplier must ensure that TTAs feedback information to the Buyer regarding candidate experience of the Get into Teaching service, the current ITT recruitment market and application process including general trends, barriers to candidates applying for ITT, barriers for returners and any other information requested by the Buyer. This shall be part of a partnership approach to improving the landscape and candidate experience and engaging TTAs in policy development.
- 5.4.2.6. *Training of TTA advisers*
- 5.4.2.6.1. The Supplier must ensure that all TTAs possess the qualifications, experience, and competence appropriate to the tasks for which they are employed.
- 5.4.2.6.2. The Supplier must ensure that all TTAs that deliver the Services act responsibly and professionally, to provide the Services with all due skill, care, and diligence as is to be expected of a skilled professional engaged in the supply of the required Services.
- 5.4.2.6.3. The Supplier must ensure that all TTAs are adequately trained and developed to ensure the Buyer's requirements are met. The Supplier's coaching must focus on outcomes to the benefit of the Buyer and the delivery of Services.
- 5.4.2.6.4. The Supplier must ensure that TTAs are suitably trained to meet their responsibilities as set out in section 6.4.2.11.
- 5.4.2.6.5. The Supplier is responsible for developing, providing, and maintaining this training for the TTAs. **Redacted] under FOIA Section 43, Commercial Interest**
- 5.4.2.6.6. Where agreed by the Buyer, the Buyer may assist in delivering the training. For example, a train the trainer approach may be used for the CRM system, or the Buyer may provide briefings on changes to teacher recruitment policy.

5.4.2.6.7. The Supplier must ensure training facilities are available for induction and top-up training for all roles to ensure that all TTAs have an adequate understanding of the subject matter of advice that is being provided to candidates.

5.4.2.6.8. The Supplier must maintain a range of training and learning and development techniques suitable for the roles required to deliver the Services and the operating model; and maintain a competency database or tracker on the training received by staff and provide it to the Buyer on request.

5.4.2.6.9. The Supplier must ensure that advisers are willing to engage with local teacher training provider networks, both face-to-face and virtually, and building relationships with these training providers.

5.4.2.7. *Quality and Performance Management*

5.4.2.7.1. The Supplier must work with the Buyer to develop a quality monitoring approach for TTAs which is reasonable and proportionate.

5.4.2.7.2. The Buyer shall send a survey to candidates when their support from an adviser comes to an end. This survey shall be sent automatically via CRM once a candidate record is closed. The Buyer shall make available the survey results to the Supplier to support with continuous improvement and performance management of advisers.

5.4.2.7.3. The Supplier must also work with the Buyer to develop a quality monitoring approach for all advisers that is reasonable and proportionate.

5.4.2.7.4. The Supplier must have processes in place as part of their internal rewards and recognition arrangements to ensure TTAs are incentivised to maximise performance.

5.4.3. *Events*

5.4.3.1. The Supplier must provide Advisers for online and face-to-face teacher recruitment [Redacted] under FOIA Section 43, Commercial Interest as required by the Buyer, with advisers attending in person throughout the year, and to:

Teacher Recruitment Events	
Reference	Requirements
5.4.3.1.1.	Deliver presentations regarding the benefits of teaching and the application process.
5.4.3.1.2.	Provide face-to-face advice on ITT or returning to teaching.
5.4.3.1.3.	Encourage event attendees to register and use the Adviser service;
5.4.3.1.4.	Promote and market the Get into Teaching Information Service and ITT

5.4.3.2. The Supplier must ensure that TTAs are willing to travel on a regular basis, to support at events as agreed with the Buyer, which have the aim of promoting teaching as a career and getting people to apply for ITT. TTAs shall provide support and guidance to potential candidates at these events, this may involve one or more of the activities outlined in section 6.4.3.4

5.4.3.3. The Buyer shall provide any relevant training and branded clothing for TTAs to wear at events. At Get into Teaching events, banners, tablecloths, and merchandise etc shall be provided and set up by the Buyer. At provider own events or university events, the Adviser may need to take some Get into Teaching materials (flyers, banners etc) with them – this can be organised with the Buyer.

5.4.3.4. At events, TTAs may be expected to carry out one or more of the following roles:

TTA roles at Events	
Reference	Requirements
5.4.3.4.1.	Chat to potential candidates to provide expertise and answer any questions they may have around teaching or about life in the classroom
5.4.3.4.2.	Provide tips and support to potential candidates e.g. writing an application
5.4.3.4.3.	Deliver a presentation to attendees on a variety of topics including routes into teaching, funding, preparing to apply and the application process
5.4.3.4.4.	Take part in a Q&A session, either solely or part of a panel

5.4.3.4.5. The Buyer shall alert the Supplier regarding an upcoming event a minimum of 8 weeks in advance of the event taking place.

## 5.5. Requirement 5: Delivery of the Explore Teaching Adviser (ETA) Service

### 5.5.1. Organisational Structure

5.5.1.1. The Supplier must design and implement a service that ensures ETAs provide one-to-one support to eligible undergraduates not yet in their final year of study to keep them engaged and inspired by teaching as a career choice.

5.5.1.2. The Supplier must ensure that there is sufficient capacity to provide a high-quality experience for candidates, keep them engaged and inspired by teaching as a career choice and to pass on as many candidates as possible to the TTA service.

5.5.1.3. The Supplier must work with the Buyer as a strategic partner to implement changes to the ETA service during the length of the contract, to ensure the service remains fit for purpose, responds to changing Departmental priorities and implements any innovations which can improve the service.

5.5.1.4. The Supplier must ensure ETAs have the ability to work from home.

## 5.5.2. Candidate Support

### 5.5.2.1. *Candidate Eligibility*

5.5.2.1.1. ETAs support students who are interested in training to teach but have more than a twelve (12) month period from when they will be ready to apply (i.e., not in the final year of their degree) and meet other eligibility criteria as set out in the Business Rules.

5.5.2.1.2. Eligibility for the ETA service shall be set by the Buyer, including preferred subject and degree stage. This may change over time and is reviewed by the Buyer at least annually.

### 5.5.2.2. *ETA Responsibilities*

5.5.2.2.1. ETAs must provide one-to-one support to undergraduates who are not in their final year of study (typically those in their first or second year of university). These undergraduates are not yet eligible to apply for ITT, so the role of the ETAs is to keep them engaged and inspired by teaching as a career choice, and to help them be as prepared as possible for when they are eligible to apply and are passed over to receive TTA support.

5.5.2.2.2. ETAs must offer personalised support to every eligible candidate on a one-to-one basis that takes into account the specific needs of the candidate. They must be flexible in how they offer support including telephone, via email, What's App, video calls and SMS.

5.5.2.2.3. Once the candidate is eligible to apply for teaching, i.e., enters the final year of their degree, the ETA shall aim to pass them to a TTA. The ETA is expected to ensure that candidates are ready to apply for ITT at the point of being passed to a TTA, otherwise they must support the candidate until they are ready to apply.

5.5.2.2.4. ETAs shall talk about their own experiences as a teacher and talk honestly about challenges they faced, however are expected to be positive about the profession and must align with lines given by the Buyer.

5.5.2.2.5. The Supplier must ensure that ETAs are able to fulfil the following responsibilities in their role, with regards to individual support to candidates:

ETA Responsibilities	
Reference	Requirement
5.5.2.2.5.1.	<b>Promoting teaching as a career of choice:</b> Inspire potential ITT candidates about teaching as

	a career, ITT and promote the Get into Teaching Information Service.
5.5.2.2.5.2.	<b>Initial call/contact:</b> Help candidates to understand what teaching is really like, using their own experiences.
5.5.2.2.5.3.	<b>Events:</b> Signposting events in the candidate's region and local Get into Teaching events.
5.5.2.2.5.4.	<b>Eligibility:</b> Advice regarding eligibility for ITT courses; Qualifications, degree, GCSE requirements etc.
5.5.2.2.5.5.	<b>Financial:</b> Advice regarding bursaries, scholarships, salaries, and tuition fees.
5.5.2.2.5.6.	<b>International enquiries:</b> Referral to Degree comparison checks, bursaries and visa information and guidance, ENIC explanation.
5.5.2.2.5.7.	<b>Classroom experience:</b> Support on how to find classroom experience, such as promoting the Teaching Internships Programme and Get School Experience and other ways to explore what teaching is like.
5.5.2.2.5.8.	<b>Personal statement:</b> Provide an introduction of what makes a good personal statement, taking into account experience and qualifications.
5.5.2.2.5.9.	<b>Application process:</b> Support candidates to be ready to apply for ITT once they are eligible.
5.5.2.2.5.10.	<b>Continued engagement:</b> Keep candidates engaged and 'warm' until they are eligible to be passed over to a TTA and can apply for ITT.
5.5.2.2.5.11.	<b>Social media:</b> Monitoring and responding to Facebook posts
5.5.2.2.5.12.	<b>On Campus:</b> ETAs shall visit University campuses to increase awareness of teaching as a career amongst students, and to provide one-to-one support for students considering teaching.

5.5.2.2.5.13.	<b>Teaching Internship Programme:</b> Support the Buyer's internship programme by delivering workshops to students on how to apply.
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### 5.5.3. Events and Relationships with Stakeholders

#### 5.5.3.1. Events

5.5.3.1.1. The Supplier must provide ETAs for a variety of online and face-to-face teacher recruitment events as required by the Buyer, including:

ETA Events	
Reference	Requirements
5.5.3.1.1.1.	<b>Get into Teaching Events (ETAs shall only cover the main events if TTA's are not available):</b> Get Into Teaching events are delivered across the nine key government areas. Candidates can talk to expert advisers, a range of local training providers and experienced teachers. Approximately 10 per academic year.
5.5.3.1.1.2.	<b>Grad Fairs:</b> Grad Fairs are specific fairs which allow employers to engage with students that are actively exploring career options, particularly final year students. Approximately 75 per academic year.
5.5.3.1.1.3.	<b>University Pop-Up Events:</b> Brand awareness events are delivered on university campuses in high footfall areas with a focus on having more detailed conversations with students. Approximately 28 per academic year.
5.5.3.1.1.4.	<b>Teaching Internship Programme Events:</b> These specific events are delivered to our internship school providers by one of our ETAs in a workshop style session focusing on next steps and support available through Get into Teaching. Approximately 70 per academic year.
5.5.3.1.1.5.	<b>Ad-Hoc Adviser Events:</b> These events are organised by each adviser and are tailored to opportunities across our target universities. They include workshop sessions on next steps, routes into teaching and internship workshops. Approximately 50 per academic year.

5.5.3.1.1.6.	<b>Pipeline Events:</b> These events are delivered throughout the year with pipeline partners focussing on the 14-18 age group, undergraduate and career changer/veteran audiences. Approximately 30 per academic year.
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5.5.3.1.2. At events, ETAs may be expected to carry out one or more of the following roles:

ETA Event Responsibilities	
Reference	Requirements
5.5.3.1.2.1.	Chat to potential candidates or deliver presentations to increase awareness of teaching as a career
5.5.3.1.2.2.	Provide face-to-face advice on ITT
5.5.3.1.2.3.	Provide tailored activities that will engage and inform students about teaching as a career
5.5.3.1.2.4.	Encourage event attendees to register and use the Adviser service
5.5.3.1.2.5.	Promote and market the Get into Teaching Information Service and ITT
5.5.3.1.2.6.	Promote the Teaching Internships Programme
5.5.3.1.2.7.	Take part in a Q&A session, either solely or part of a panel

5.5.3.1.3. The Supplier must ensure that ETAs are willing to travel on a regular basis, to support promotional and advisory events, lead university activity to promote teaching as a career, the Teaching Internships Programme and other partner events as agreed with the Buyer. Whilst this may change over time, the Buyer expects that roughly 50% of ETA's time shall be spent at events or working with universities, schools, or other partners.

5.5.3.1.4. The Buyer shall provide any relevant training and branded clothing for advisers to wear at events. At Get into Teaching events, banners, tablecloths and merchandise etc shall be provided and set up by the Buyer. At provider own events or university events, the adviser may need to take some Get into Teaching materials (flyers, banners etc) with them – this can be organised with the Buyer.

5.5.3.1.5. The Buyer shall alert the Supplier regarding an upcoming event a minimum of 8 weeks in advance of the event taking place.

5.5.3.2. *Teaching Internship Programme*

5.5.3.2.1. The Supplier must work closely with the Buyer to ensure that ETAs provide necessary support to schools and providers offering the Teaching Internships Programme as guided by the Buyer. This shall include delivering face-to-face and virtual sessions at internship schools to advise interns on the next steps to becoming a teacher and promoting the wider GiTIS.

5.5.3.3. *Stakeholder Relationships*

5.5.3.3.1. The Supplier must ensure in delivering the ETA Service, they work with the Buyer to ensure ETAs build relevant strategic relationships with university career teams and undergraduate subject departments as guided by the Buyer and actively promote teaching as a career. The list of universities shall be set annually by the Buyer to align with the Buyer’s priorities – currently there are over 50 universities.

5.5.3.3.2. The Supplier must work closely with the Buyer to ensure that ETAs provide necessary support to other strategic partner organisations working with the Buyer to build a pipeline of new teachers. The list of these partners shall be set by the Buyer, but shall include organisations such as DebateMate, British Council and The Career Transition Partnership (CTP).

5.5.3.4. *Candidate Contact*

5.5.3.4.1. The Supplier must ensure ETAs initiate contact with candidates within the timeframe set out in the Business Rules. Advisers must complete induction activities and agree a contact plan that meets the needs of the candidate, by the time of the second meeting.

5.5.3.4.2. The Supplier must ensure ETAs are proactive in contacting the candidates that they support as well as responding to their enquiries. The Buyer expects flexibility of advisers to meet the demands of the role, including some evening and weekend work.

5.5.3.4.3. The Supplier must ensure ETAs document “Unresponsive candidates” as those that upon assignment to an ETA are unresponsive after two (2) weeks and following two final messages and three attempts to contact them by telephone. The ETA must then close them from their caseload. An ETA must reactivate a closed candidate at any time if the candidate wishes to re-engage with the Service.

5.5.3.4.4. The Supplier must ensure that all candidate interactions are recorded for audit purposes, apart from pre-agreed instances.

5.5.3.4.5. The Supplier must ensure that ETAs update the CRM system after each contact with a candidate with information that shall be agreed with the Buyer during the Implementation Period, including but not limited to:

Advice and Guidance	
Reference	Requirement

5.5.3.4.5.1.	A summary of the interaction and next steps.
5.5.3.4.5.2.	Updates such as the adviser's assessment of the candidate's likelihood to apply, need for support and the likelihood an application will succeed

5.5.3.4.6. The Supplier must ensure that ETAs make phone calls from mobile phones, apps or telephony issued by the Supplier that allows remote working, to the ETA's active and eligible caseload. ETAs must not withhold the telephone numbers.

5.5.3.4.7. The Supplier must ensure that the ETA service is accessible to all potential candidates, including those with hidden and non-hidden disabilities.

#### 5.5.4. Recruitment and Retention

5.5.4.1.1. The Supplier must ensure that there are a suitable number of ETAs to support the number of candidates looking for support. **[Redacted] under FOIA Section 43, Commercial Interest**

5.5.4.1.2. The Buyer expects that the staffing profile for ETAs will remain consistent throughout each academic year.

5.5.4.1.3. The Supplier must run effective and efficient recruitment processes for all Supplier Staff involved in the ETA Service.

5.5.4.1.4. The Supplier must ensure all ETAs have relevant experience of teaching within a maintained school/Academy within England, hold QTS, are strong advocates for the profession and have demonstrated to the Supplier that they have suitable skills for the role.

5.5.4.1.5. The Supplier must ensure ETA recruitment takes into account the school academic year and teacher notice periods, which shall impact the lead time required to recruit new advisers.

5.5.4.1.6. The Supplier must maintain an up-to-date forecast of all recruitment needs across the ETA service and highlight any risks to the Buyer in respect of the quality of the Services.

5.5.4.1.7. The Supplier must ensure ETAs have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer, as set out in Schedule 9 (Security).

5.5.4.1.8. Subject to applicable law, the Supplier shall maintain a list of potential recruits for the candidate Advice Service to be called upon in case of need.

#### 5.5.5. Management of the ETA Service

5.5.5.1.1. The Supplier must ensure ETAs are based in a geographically dispersed manner so that they are able to attend teacher training promotional events at

job fairs, careers fairs and university events across England organised by the Buyer where needed; and have local teams, with an individual in each team collating regular feedback and customer intelligence to the Buyer to support policy development.

- 5.5.5.1.2. The Supplier must ensure processes are in place to allow the ETA to be changed due to operational reasons or at the request of the adviser or candidate.
- 5.5.5.1.3. The Supplier must have processes to monitor and manage adviser caseloads to ensure the efficient use of adviser resource.
- 5.5.5.1.4. The Supplier must use data from relevant sources, including the CRM system, to forecast the number of successful applications across candidate groups (such groups as determined by the Buyer and notified to the Supplier). The Supplier must report this to the Buyer on a weekly and monthly basis.
- 5.5.5.1.5. The Supplier must ensure that ETAs feedback information to the Buyer regarding candidate experience of the Get into Teaching service, the current ITT recruitment (and returners) market and application process including general trends, barriers to candidates applying for ITT, barriers for returners and any other information requested by the Buyer. This shall be part of a partnership approach to improving the landscape and candidate experience and engaging ETAs in policy development.

#### 5.5.6. Training of ETA advisers

- 5.5.6.1.1. The Supplier must ensure that all ETAs possess the qualifications, experience, and competence appropriate to the tasks for which they are employed.
- 5.5.6.1.2. The Supplier must ensure that all ETAs that deliver the Services act responsibly and professionally, to provide the Services with all due skill, care, and diligence as is to be expected of a skilled professional engaged in the supply of the required Services.
- 5.5.6.1.3. The Supplier must be required to ensure that all ETAs are adequately trained and developed to ensure the Buyer's requirements are met. The Supplier's coaching must focus on outcomes to the benefit of the Buyer and the delivery of Services.
- 5.5.6.1.4. The Supplier must ensure that ETAs are suitably trained to meet their responsibilities as set out in section 6.5.3.3.1.
- 5.5.6.1.5. The Supplier is responsible for developing, providing and maintaining this training for the ETAs.
- 5.5.6.1.6. Where agreed by the Buyer, the Buyer may assist in delivering the training. For example, a train the trainer approach may be used for the CRM system, or the Buyer may provide briefings on changes to teacher recruitment policy.
- 5.5.6.1.7. The Supplier must ensure training facilities are available for induction and top-up training for all roles to ensure that all ETAs have an adequate

understanding of the subject matter of advice that is being provided to candidates.

- 5.5.6.1.8. The Supplier must maintain a range of training and learning and development techniques suitable for the roles required to deliver the Services and the operating model; and maintain a competency database or tracker on the training received by staff and provide it to the Buyer on request.
- 5.5.6.1.9. The Supplier must ensure that ETAs are willing to engage with local teacher training provider networks, both face-to-face and virtually, and building relationships with these training providers.

#### 5.5.7. Quality and Performance Management

- 5.5.7.1.1. The Supplier must work with the Buyer to develop a quality monitoring approach for ETAs which is reasonable and proportionate.
- 5.5.7.1.2. The Buyer shall send a survey to candidates when their support from an adviser comes to an end. This survey shall be sent automatically via CRM once a candidate record is moved over to a TTA or closed. The Buyer shall make available the survey results to the Supplier to support with continuous improvement and performance management of advisers.
- 5.5.7.1.3. The Supplier must also work with the Buyer to develop a quality monitoring approach for all advisers that is reasonable and proportionate.
- 5.5.7.1.4. The Supplier must have processes in place as part of their internal rewards and recognition arrangements to ensure ETAs are incentivised to maximise performance.

### 5.6. Requirement 6: Delivery of the Return to Teaching Adviser (RTTA) Service

#### 5.6.1. Organisational Structure

- 5.6.1.1. The Supplier must design and implement a service that ensures RTTAs provide one-to-one support to former qualified teachers interested in returning to the profession but requiring additional support to do so.
- 5.6.1.2. The Supplier must ensure that there is sufficient capacity to provide a high-quality experience for candidates, and maximise the number of returning teachers applying for a teaching role.
- 5.6.1.3. The Supplier must work with the Buyer as a strategic partner to implement changes to the RTTA service during the length of the contract, to ensure the service remains fit for purpose, responds to changing Departmental priorities and implements any innovations which can improve the service.
- 5.6.1.4. The Supplier must ensure RTTAs have the ability to work from home.

## 5.6.2. Candidate Support

### 5.6.2.1. *Candidate Eligibility*

5.6.2.1.1. RTTAs provide one-to-one tailored support to former qualified teachers who have previously taught in the UK and, who are interested in returning to teach in a secondary or primary state funded school in England and/or meet other eligibility criteria as set out in the Business Rules.

5.6.2.1.2. The Supplier must ensure in delivering the RTTA solution, that only candidates that are ready to apply for teaching jobs and meet other eligibility criteria as set out in the Business Rules are supported by RTTAs.

5.6.2.1.3. Eligibility for the RTTA services shall be set by the Buyer, including preferred subject and degree class of candidates. This may change over time and is reviewed by the Buyer at least annually.

### 5.6.2.2. *RTTA Responsibilities*

5.6.2.2.1. RTTAs are a team of experienced former teachers who provide tailored one-to-one support to former qualified teachers interested in returning to the profession but requiring additional support to do so. This cohort are most commonly longer-term leavers who experience additional barriers in being able to successfully return. RTTA support is available across all subjects and phases.

5.6.2.2.2. RTTAs must provide support to candidates by advising about what has changed in the sector since they last taught, helping candidates find suitable refresher courses, help candidates with writing personal statements and preparing for interviews.

5.6.2.2.3. RTTAs must also attend Get into Teaching events and provide informative webinars to supported candidates giving practical help.

5.6.2.2.4. The Supplier must ensure RTTAs offer personalised support to every eligible candidate on a one-to-one basis that takes into account the specific needs of the candidate.

5.6.2.2.5. RTTAs shall talk about their own experiences as a teacher and talk honestly about challenges they faced, however are expected to be positive about the profession and must align with lines given by the Buyer.

5.6.2.2.6. The Supplier must ensure that RTTAs are able to fulfil the following responsibilities in their role with regards to individual support to candidates:

Requirement 5.6.2.2.6: RTTA Support	
Reference	Requirements
5.6.2.2.6.1.	<b>Eligibility:</b> Discuss with candidates whether they need to retrain as a teacher.

5.6.2.2.6.2.	<b>Initial Call:</b> Discuss why the candidate wants to return to teaching, subject enhancement, CPD opportunities, how to get classroom experience and what to do if their references are out of date.
5.6.2.2.6.3.	<b>Application Process:</b> Provide candidates with advice and guide them through the steps of applying for a teaching job in England. This includes identifying suitable teaching jobs, how to apply, providing support with CV writing and references.
5.6.2.2.6.4.	<b>Advice:</b> Provide tailored advice to candidates based on their readiness to apply for teaching jobs.
5.6.2.2.6.5.	<b>Signposting:</b> Collaborate with and signpost candidates to other organisations to help candidates to gain relevant school experience or undertake National Professional Qualifications i.e. National Tutoring Programme providers.
5.6.2.2.6.6.	<b>Promote DFE Support:</b> Actively work with the Buyer to promote available DFE support for returners such as Early Career Framework materials.
5.6.2.2.6.7.	<b>Webinars:</b> Run educational webinars illustrating the process and requirements for returning to the profession, i.e., academic reference, recent classroom experience.
5.6.2.2.6.8.	<b>Interviews:</b> Support the candidate in preparing for interviews, questions, tasks, lessons and undertake practice.
5.6.2.2.6.9.	<b>Events:</b> Attend Get into Teaching events and provide informative webinars to supported candidates giving practical help.

### 5.6.2.3. *Candidate Contact*

5.6.2.3.1. The Supplier must ensure that all candidate interactions are recorded for audit purposes, apart from pre-agreed instances.

5.6.2.3.2. The Supplier must ensure RTTAs initiate contact with the candidate within the timeframe set out in the Business Rules. Advisers must complete induction activities and agree a contact plan that meets the needs of the candidate, by the time of the second meeting.

- 5.6.2.3.3. The Supplier must ensure RTTAs are proactive in contacting the candidates that they support as well as responding to their enquiries. The Buyer expects flexibility of Advisers to meet the demands of the role, including some evening and weekend work.
- 5.6.2.3.4. The Supplier must ensure advisers document “Unresponsive candidates” as those that upon assignment to an adviser are unresponsive after six (6) weeks and following two final messages and two attempts to contact them by telephone. The adviser shall then close them from their caseload. An adviser shall reactivate a closed candidate at any time if the candidate wishes to re-engage with the Service.
- 5.6.2.3.5. The Supplier must ensure that RTTAs update the CRM system after each contact with a candidate with information that shall be agreed with the Buyer during the Implementation Period, including but not limited to:

RTTA CRM Updates	
Reference	Requirements
5.6.2.3.5.1.	A summary of the interaction and next steps.
5.6.2.3.5.2.	Updates such as the adviser’s assessment of the person’s likelihood to apply for teaching roles, need for support and the likelihood a job application will succeed.

- 5.6.2.3.6. The Supplier must ensure that RTTAs make phone calls from mobile phones, apps or telephony issued by the Supplier that allows remote working, to the adviser's active and eligible caseload. RTTAs must not withhold the telephone numbers.
- 5.6.2.3.7. The Supplier must ensure that the RTTA service is accessible to all potential candidates, including those with hidden and non-hidden disabilities.

**5.6.3. Recruitment and Retention**

- 5.6.3.1. The Supplier must ensure that there are a suitable number of RTTAs to support the number of candidates looking for support. **[Redacted] under FOIA Section 43, Commercial Interest**
- 5.6.3.2. The Buyer expects that the staffing profile for RTTAs will remain consistent throughout each academic year.
- 5.6.3.3. The Supplier must run effective and efficient recruitment processes for all Supplier Staff involved in the RTTA Service.
- 5.6.3.4. The Supplier must ensure all RTTAs have relevant experience of teaching within a maintained school/Academy within England, hold QTS and have demonstrated to the Supplier that they have suitable skills for the role.

- 5.6.3.5. The Supplier must ensure RTTA recruitment takes into account the school academic year and teacher notice periods, which shall impact the lead time required to recruit new advisers.
- 5.6.3.6. Subject to applicable law, the Supplier shall maintain a list of potential recruits for the candidate Advice Service to be called upon in case of need.
- 5.6.3.7. The Supplier must maintain an up-to-date forecast of all recruitment needs across the RTTA service and highlight any risks to the Buyer in respect of the quality of the Services.
- 5.6.3.8. The Supplier must ensure RTTAs have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer, as set out in Schedule 9 (Security).
- 5.6.3.9. Subject to applicable law, the Supplier shall maintain a list of potential recruits for the candidate Advice Service to be called upon in case of need.

#### 5.6.4. Management of the RTTA Service

- 5.6.4.1.1. The Supplier must ensure RTTAs are based in a geographically dispersed manner so that they are able to attend teacher training promotional events at job fairs, careers fairs and university events across England organised by the Buyer where needed; and have local teams, with an individual in each team collating regular feedback and customer intelligence to the Buyer to support policy development.
- 5.6.4.1.2. The Supplier must ensure processes are in place to allow the RTTA to be changed due to operational reasons or at the request of the adviser or candidate.
- 5.6.4.1.3. The Supplier must have processes to monitor and manage adviser caseloads to ensure the efficient use of adviser resource.
- 5.6.4.1.4. The Supplier must use data from relevant sources, including the CRM system, to forecast the number of successful applications across candidate groups (such groups as determined by the Buyer and notified to the Supplier). The Supplier must report this to the Buyer on a weekly and monthly basis.
- 5.6.4.1.5. The Supplier must ensure that RTTAs feedback information to the Buyer regarding candidate experience of the Get into Teaching service and the returners market and application process including general trends, barriers to candidates applying for ITT, barriers for returners and any other information requested by the Buyer. This shall be part of a partnership approach to improving the landscape and candidate experience and engaging RTTAs in policy development.

#### 5.6.5. Training of RTTA advisers

- 5.6.5.1. The Supplier must ensure that all RTTAs possess the qualifications, experience, and competence appropriate to the tasks for which they are employed.
- 5.6.5.2. The Supplier must ensure that all RTTAs that deliver the Services act responsibly and professionally, to provide the Services with all due skill, care, and diligence as is to be expected of a skilled professional engaged in the supply of the required Services.
- 5.6.5.3. The Supplier must ensure that all RTTAs are adequately trained and developed to ensure the Buyer's requirements are met. The Supplier's coaching must focus on outcomes to the benefit of the Buyer and the delivery of Services.
- 5.6.5.4. The Supplier must ensure that RTTAs are suitably trained to meet their responsibilities as set out in section 6.6.2.2.
- 5.6.5.5. The Supplier is responsible for developing, providing and maintaining this training for the RTTAs.
- 5.6.5.6. Where agreed by the Buyer, the Buyer may assist in delivering the training. For example, a train the trainer approach may be used for the CRM system, or the Buyer may provide briefings on changes to teacher recruitment policy.
- 5.6.5.7. The Supplier must ensure training facilities are available for induction and top-up training for all roles to ensure that all RTTAs have an adequate understanding of the subject matter of advice that is being provided to candidates.
- 5.6.5.8. The Supplier must maintain a range of training and learning and development techniques suitable for the roles required to deliver the Services and the operating model; and maintain a competency database or tracker on the training received by staff and provide it to the Buyer on request.

#### 5.6.6. Quality and Performance Management

- 5.6.6.1. The Supplier must work with the Buyer to develop a quality monitoring approach for RTTAs which is reasonable and proportionate.
- 5.6.6.2. The Buyer shall send a survey to candidates when their support from an adviser comes to an end. This survey shall be sent automatically via CRM once a candidate record is closed. The Buyer shall make available the survey results to the Supplier to support with continuous improvement and performance management of advisers.
- 5.6.6.3. The Supplier must also work with the Buyer to develop a quality monitoring approach for all advisers that is reasonable and proportionate.
- 5.6.6.4. The Supplier must have processes in place as part of their internal rewards and recognition arrangements to ensure RTTAs are incentivised to maximise performance.

#### 5.6.7. Events

5.6.7.1. The Supplier must provide advisers for online and face-to-face teacher recruitment events and webinars (mainly online) as required by the Buyer, throughout the year, and to:

<b>RTTAs at Recruitment Events &amp; Webinars</b>	
<b>Reference</b>	<b>Requirements</b>
5.6.7.1.1.	Provide guidance to potential returning teachers
5.6.7.1.2.	Provide practical advice on personal statements and job applications through online webinars
5.6.7.1.3.	Encourage event attendees to register for support from the Return to Teaching Advisory service to those who haven't already done so
5.6.7.1.4.	Promote and market the Get into Teaching Information Service and Teaching Vacancies Service

5.6.7.2. The Supplier must ensure that RTTAs are willing to travel on a regular basis, to support at events as agreed with the Buyer, which have the aim of promoting teaching as a career and getting people to apply for ITT or return to teaching. RTTAs shall provide support and guidance to qualified teachers who are looking to return to teaching, this may involve one or more of the activities outlined in 6.6.7.4

5.6.7.3. The Buyer shall provide any relevant training and branded clothing for RTTAs to wear at events. At Get into Teaching events, banners, tablecloths and merchandise etc shall be provided and set up by the Buyer. At provider own events or university events, the Adviser may need to take some Get into Teaching materials (flyers, banners etc) with them – this can be organised with the Buyer.

5.6.7.4. At events, RTTAs may be expected to carry out one or more of the following roles:

<b>RTTA Responsibilities</b>	
<b>Reference</b>	<b>Requirements</b>
5.6.7.4.1.	Chat to potential candidates to provide expertise and answer any questions they may have around returning to teaching or about what has changed in the classroom since they last taught.
5.6.7.4.2.	Provide tips and support to qualified former teachers e.g. writing an application

5.6.7.4.3.	Deliver a presentation to attendees on a variety of topics including preparing to return to the classroom, training opportunities and the application process.
5.6.7.4.4.	Take part in a Q&A session, either solely or part of a panel

5.6.7.5. The Buyer shall alert the Supplier regarding an upcoming event a minimum of 8 weeks in advance of the event taking place.

## 7. Staff and Customer Service

- 7.1 The Supplier must provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 7.2 The Supplier's staff assigned to the Call-Off Contract must have the relevant qualifications and experience to deliver the Call-Off Contract to the required standard.
- 7.3 The Supplier must ensure that staff understand the Buyer's vision and objectives and shall provide excellent customer service to the Buyer throughout the Call-Off Contract Period.
- 7.4 The Supplier must communicate all changes to the Key Staff as defined in the Call-Off Contract throughout the Call-Off Contract Period.

## 8. Security and Confidentiality Requirements

- 8.1 The Buyer's security standards clauses can be found in Call-Off Schedule 9 – the Buyer's Specific Security Requirements.

# Core Terms

Interpret this Contract using Joint Schedule 1 (Definitions).

## 1. How the contract works

1.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

1.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work

under the Framework Contract.

1.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

1.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

- (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
- (b) create new Call-Off Schedules;
- (c) exclude optional template Call-Off Schedules; and/or
- (d) use Special Terms in the Order Form to add or change terms.

1.5 Each Call-Off Contract:

- (a) is a separate Contract from the Framework Contract;
- (b) is between a Supplier and a Buyer;
- (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
- (d) survives the termination of the Framework Contract.

1.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.

1.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

1.8 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Framework Schedule 3 (if any), it has satisfied itself of all details relating to:

- (a) the Buyer's requirements for the Deliverables;
- (b) the Buyer's operating processes and working methods; and
- (c) the ownership and fitness for purpose of the Buyer Assets.

1.9 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (d) verify the accuracy of the Due Diligence Information; or

(e) properly perform its own adequate checks.

1.10 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

1.11 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate except to the extent that these have been superseded or varied by the Contract.

## **2. What needs to be delivered**

### **2.1 All deliverables**

2.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

2.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

2.1.3 Where the Order Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any third party supplier providing Deliverables to the Buyer and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the

relationship lifecycle.

## **2.2 Goods clauses**

- 2.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 2.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 2.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 2.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 2.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 2.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 2.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 2.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 2.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 2.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 2.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 2.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the

Buyer's costs including repair or re-supply by a third party.

## **2.3 Services clauses**

2.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

2.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

2.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

2.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

2.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

2.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

2.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## **3. Pricing and payments**

3.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

3.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

3.3 All Charges and the Management Charge:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) include all costs connected with the Supply of Deliverables.

3.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

3.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number

and other details reasonably requested by the Buyer;

(b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and

(c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

3.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

3.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

3.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

3.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

3.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

3.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

#### **4. The buyer's obligations to the supplier**

4.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

4.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

## **5. Record keeping and reporting**

5.1 The Supplier must:

- (a) attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form; and
- (b) where the Order Form states that Financial Transparency Objectives apply, co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
  - (i) on or before the Start Date;
  - (ii) at the end of each Contract Year; and
  - (iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if required within 10 Working Days of the Buyer receiving a Financial Report.

5.2 The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good Industry Practice and the Law on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date or such other date as agreed between the Parties; and
- (c) in accordance with UK GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1 and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Buyer or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

5.3 The Buyer or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.

5.4 During an Audit, the Supplier must:

- (a) allow the Buyer or any Auditor access to:
  - (i) any Sites, equipment and Supplier's system used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
  - (ii) Supplier Staff; and

(b) provide information within the permitted scope of the Audit to the Buyer or to the Auditor and reasonable co-operation at their request.

5.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant user shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Buyer.

5.6 If the Supplier:

(a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (i) tell the Buyer and give reasons;
- (ii) propose corrective action; and
- (iii) provide a deadline for completing the corrective action; and

(b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:

- (i) Supplier's currently incurred or forecast future Costs; and
- (ii) forecast Charges for the remainder of the Contract;

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

5.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied;
- (c) details of any issues; and
- (d) any remedial action taken.

5.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline e.g. Head of Internal Audit/ Finance Director/ External Audit firm.

5.9 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carried out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:

- (a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
- (b) all related invoices are completely and accurately included in the MI Reports;
- (c) all Charges to Buyers comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and
- (d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.

5.10 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:

- (a) correct any identified Default;
- (b) rectify any error identified in a Financial Report; and
- (c) repaying any Charges that the Relevant Authority has overpaid.

5.11 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

## **6. Supplier staff**

6.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

6.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

6.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 28.

6.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

6.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **7. Supply chain**

### **7.1 Appointing Subcontractors**

7.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:

- (a) manage Subcontractors in accordance with Good Industry Practice;
- (b) comply with its obligations under the Contract; and
- (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract to the Buyer or a Replacement Supplier.

### **7.2 Mandatory provisions in Sub-Contracts**

7.2.1 The Supplier will ensure that all Sub-Contracts contain provisions that:

- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

### **7.3 When Sub-Contracts can be ended**

7.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause **Error! Reference source not found.**;
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

### **7.4 Ongoing responsibility of the Supplier**

7.4.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

## **8. Rights and protection**

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event;
- (h) it will comply with each Call-Off Contract; and
- (i) neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.

8.2 The warranties and representations in Clauses 2.10 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 27.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## **9. Intellectual Property Rights (IPRs)**

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the

Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- (b) receive and use the Deliverables; and
- (c) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 10 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- (a) obtain for CCS and the Buyer the rights in Clause 10.1 and 10.2 without infringing any third party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## **10. Ending the contract or any subcontract**

### **10.1 Contract Period**

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Buyer can extend the Contract for the Extension Period by giving the

Supplier no less than 3 Months' written notice before the Contract expires.

## **10.2 Ending the contract without a reason**

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

## **10.3 Rectification plan process**

10.3.1 If there is a Default, the Buyer may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Buyer receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Buyer rejects any Rectification Plan, including any revised Rectification Plan, the Buyer does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 11.4.3(a).

## **10.4 When CCS or the buyer can end a contract**

10.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event or if the Supplier fails to notify the Buyer of a Financial Distress Event;
- (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-compliance;
- (c) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (d) there is any material Default of the Contract;
- (e) there is a Default that occurs and the continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;

- (f) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (g) there is a Default of Clauses 2.11, 6, 10, 15, 16, 28, 33 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (h) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (i) there is a Change of Control of the Supplier which is not pre-approved by the Buyer in writing;
- (j) if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (k) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them; or
- (l) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

10.4.2 The Buyer also has the right to terminate its Contract in accordance with Clauses 21.3 and 25.3(b).

10.4.3 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 11.3.1.

10.4.4 If any of the following non-fault based events happen, the Buyer has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Buyer rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 25 (Changing the contract) or resolved using Clause 36 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

#### **10.5 When the supplier can end the contract**

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

#### **10.6 What happens if the contract ends**

10.6.1 Where a Party terminates a Contract under any of Clauses 11.2.1, 11.2.2, 11.4.1, 11.4.2, 11.4.3, 11.4.4, 11.5 or 21.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.

- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 11.6.1, where the Buyer terminates a Contract under Clause 11.4.1 the Supplier is also responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 11.5.1, if either the Buyer terminates a Contract under Clause 11.2.1 or 11.2.2 or a Supplier terminates a Call-Off Contract under Clause 11.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 11.5.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 10, 12, 13.2, 15, 16, 17, 18, 19, 32.3, 36, 37 and any Clauses and Schedules which are expressly or by implication intended to continue.

## **10.7 Partially ending and suspending the contract**

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can

provide the Deliverables itself or buy them from a third party.

10.7.4 The Buyer can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 11.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 11.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 11.7.

## **11. How much you can be held responsible for**

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 12.1 and 12.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 12.1 and 12.2, the Supplier does not limit or exclude its

liability for any indemnity given under Clauses 7.5, 9.3(b), 10.5, 32.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 12.1, 12.2 but subject to Clauses 12.3 and 12.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 15.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 12.1 or 12.2 the following items will not be taken into consideration:

- (a) Deductions; and
- (b) any items specified in Clauses 12.5 or 12.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **12. Obeying the law**

12.1 The Supplier shall comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 189.

12.3 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Buyer against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Buyer in defending any proceedings which result in such fine or penalty.

12.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 28 to 33.

## **13. Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## **14. Data protection**

14.1 The Supplier must process Personal Data and ensure that Supplier Staff

process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 15.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 15 and any Data Protection Legislation.

## **15. What you must keep confidential**

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;

- (b) except as expressly set out in the Contract at Clauses 16.2 to 16.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 16.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law, a regulatory body or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 16.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

15.4 In spite of Clause 16.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 17.

15.5 For the purposes of Clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 16.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under Clause 17. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

## **17. Invalid parts of the contract**

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

## **18. No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## **19. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## **20. Circumstances beyond your control**

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Any failure or delay by the Supplier to perform its obligations under a Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

20.3 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

## **21. Relationships created by the contract**

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **22. Giving up contract rights**

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **23. Transferring responsibilities**

23.1 The Supplier cannot assign, novate, sub-contract or transfer a Contract or any part of a Contract or in any other way dispose of a Contract without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Buyer.

23.3 When CCS or the Buyer uses its rights under Clause 24.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 24.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment; and
- (d) a copy of the Sub-Contract.

## **24. Changing the contract**

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 36 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

(b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 25.1 to 25.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

## **25. How to communicate about the contract**

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Dealing with claims**

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the

Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 28 and give copies to CCS or the Buyer on request; and
- (c) if required by the Buyer, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Buyer, that they have complied with Clause 28, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 28.1 or 28.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any

kind related to a Contract; or

(d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 28.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation in accordance with Clause 6.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

## **28. Equality, diversity and human rights**

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

## **29. Health and safety**

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

## **30. Environment**

30.1 When working on Site the Supplier must perform its obligations under the

Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **31. Tax**

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 32.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 32.3 or confirms that the Worker is not complying with those requirements; and

(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32. Conflict of interest**

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **33. Reporting a breach of the contract**

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 13.1; or
- (c) Clauses 28 to 33.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 34.1 to the Buyer or a Prescribed Person.

## **34. Further Assurances**

Each party will, at the request of the other Party, do all things which may be reasonably necessary to give effect to the meaning of the Contract.

## **35. Resolving disputes**

35.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

35.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to

use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 36.3 to 36.5.

35.3 Unless the Buyer refers the Dispute to arbitration using Clause 36.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 36.4.

35.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

## **36. Which law applies**

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

# **Joint Schedule 5 (Corporate Social Responsibility)**

## **1. What we expect from our Suppliers**

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

- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

## **2. Equality and Accessibility**

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

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

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

### **3.1 The Supplier:**

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that

slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### **4. Income Security**

4.1 The Supplier shall:

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

#### **5. Working Hours**

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
  - (a) the extent;
  - (b) frequency; and
  - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

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

## **2. Sustainability**

- 2.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

# **Call Off Schedule 4 (Call Off Tender)**

## **Q4.1 Continuous Improvement**

**[Redacted] under FOIA Section 43, Commercial Interest**

## **4.2 Contract Management**

**[Redacted] under FOIA Section 43, Commercial Interest**

## **Q5.1 Implementation**

**[Redacted] under FOIA Section 43, Commercial Interest**

## **Q6.1 Delivery of Contact Centre services**

**[Redacted] under FOIA Section 43, Commercial Interest**

## **Q6.2 Resource and Demand Management**

**[Redacted] under FOIA Section 43, Commercial Interest**

## **Q6.3 Quality Assurance**

**[Redacted] under FOIA Section 43, Commercial Interest**

### **Q7.1 Teacher Training Adviser service**

**[Redacted] under FOIA Section 43, Commercial Interest**

### **Q7.2 Explore Teaching Advice Service**

**[Redacted] under FOIA Section 43, Commercial Interest**

### **Q7.3 Return to Teaching Adviser**

**[Redacted] under FOIA Section 43, Commercial Interest**

### **Q8.1 Security**

**[Redacted] under FOIA Section 43, Commercial Interest**

### **Q9.1 Business Continuity Disaster Recovery**

**[Redacted] under FOIA Section 43, Commercial Interest**

### **Q10.1 Social Value**

**[Redacted] under FOIA Section 43, Commercial Interest**