

CALL OFF ORDER FORM AND CALL OFF TERMS

**MINISTRY OF JUSTICE ESTATES DIRECTORATE – CONTRACT FOR THE PROVISION OF ESTATES
PROFESSIONAL SERVICES**

PART 1 –CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement (RM3816) for the provision of Estates Professional Services dated 22nd August 2017.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Customer User Agreement Reference Number	EPS_00034_2017	
Order Number	prj_2512	
From	Secretary of State for Justice on behalf of the Crown acting through the Ministry of Justice Estates Directorate Estates Cluster ("CUSTOMER") The "Customer Representative" is [REDACTED]	
To	Cushman & Wakefield Debenham Tie Leung Limited, Company Number 02757768 ("SUPPLIER") The "Supplier Representative" is [REDACTED]	

SECTION B

1. CALL OFF CONTRACT PERIOD

<p>1.1.</p>	<p>Call Off Commencement Date: The Call Off Commencement Date is 14 June 2019</p> <p>Services Commencement Date: The Services Commencement Date is 1 July 2019</p> <p>Mobilisation Period: The Mobilisation Period is the Period between the Call Off Commencement Date and the Services Commencement Date.</p> <p>Call Off Contract Period: The Call Off Contract Period begins on the Call Off Commencement Date and ends on the Expiry Date.</p> <p>Call Off Contract Services Period: The Call Off Contract Services Period begins on the Services Commandment Date and ends on the Expiry Date.</p>	
<p>1.2.</p>	<p>Expiry Date:</p> <p>End date of Initial Period: 30 June 2022</p> <p>End date of Extension Period: 30 June 2024 and for the avoidance of doubt the Customer may extend the Call Off Contract beyond the expiry of the Call Off Initial Period on more than one occasion provided that the aggregate duration of such extensions does not exceed a period of up to two years beyond the expiry of the Call Off Initial Period and provided further that the minimum written notice requirement is met in respect of any such extension (unless waived by the Parties).</p> <p>Minimum written notice to Supplier in respect of extension: 3 Months</p>	

2. SERVICES

2.1	<p>Services Required:</p> <p>Services:</p> <p>The detailed service requirements which the Supplier is required to deliver in accordance with the terms of this Call Off Contract are set out within Call Off Schedule 2 (Services).</p>	
2.2	<p>Mobilisation Services Required:</p> <p>Mobilisation Services:</p> <p>The Mobilisation Services requirements which the Supplier is required to deliver as contained and detailed in the Implementation Plan (documents in Call Off Schedule 4) as amended by the Parties from time to time or as amended with the written consent of the Customer.</p> <p>The Supplier is required to undertake the Mobilisation Services from the Call Off Commencement Date.</p>	

3. IMPLEMENTATION PLAN

3.1.	<p>Implementation Plan:</p> <p>The Implementation Plan is defined as the documents comprised and annexed to Call Off Schedule 4 including:</p> <ul style="list-style-type: none">◆ Implementation Plan◆ Programme◆ MTT Risk Action & Issues◆ Transition Schedule◆ MTT HR Management <p>as amended by the Parties from time to time or as amended with the written consent of the Customer.</p> <p>The Implementation Plan will need to cover all necessary steps which the Supplier has to take (including all milestones, deliverables, customer responsibilities etc) in order to ensure that it is operationally ready to deliver</p>	
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	<p>the proposed operation model and Services as required).</p> <p>The Supplier will be responsible for updating the Implementation Plan to reflect the discussions and agreed position with the Customer.</p>	
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>As specified and required in accordance with the terms of the Call Off Contract.</p>	
4.2	<p>Service Levels/Service Credits:</p> <p>In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p> <p>Service Credit Cap (Call Off Schedule 1 (Definitions)):</p> <p>Not applied</p> <p>Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms):</p> <p>For the purpose of clause 13.7.1 this will be agreed between the Customer and the Supplier in accordance with 13.7.2</p> <p>The Supplier shall work with the Customer to finalise the contents of Schedule 6 during the Mobilisation Period. The Supplier acknowledges that the contents of Schedule 6 contained in this Call Off Contract shall form the of the finalised version of Schedule 6.</p>	
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>	
4.4	<p>Performance Monitoring:</p> <p>In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).</p> <p>The Supplier shall work with the Customer to finalise the contents of Schedule 6 during the</p>	

	<p>Mobilisation Period. The Supplier acknowledges that the contents of Schedule 6 contained in this Call Off Contract shall form the of the finalised version of Schedule 6.</p>	
<p>4.5</p>	<p>Period for providing Rectification Plan:</p> <p>The period of ten (10) Working Days in Clause 38.2.1(a) shall be amended to refer to “five (5) Working Days or such shorter period as may be specified by the Customer (acting reasonably) from the date of the Customer’s instructions.”</p>	

5. PERSONNEL

<p>5.1</p>	<p>Key Roles and Key Personnel:</p>	<p>Account Management Team</p>  <p>Embedded Resource Team</p>  <p>Core Estates Management Team</p>  <p>Non-Core Services</p>  <p>Mobilisation, Transition and Transformation (to 1st July 2019)</p>
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5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): N/A	

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	
6.2	Payment Terms/Profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	
6.3	Reimbursable Expenses: Not permitted	
6.4	Customer Billing Address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 	
6.5	Call Off Contract Charges fixed for (paragraph 9.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 5 Call Off Contract Years from the Services Commencement Date. No Charges shall be applied during the Mobilisation Period.	
6.6	Supplier Periodic Assessment of Call Off Contract Charges (paragraph 10.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:	

	The Last Working Day of March and September in each Call Off Contract Year during the Call off Contract Period	
6.7	Supplier Request for increase in the Call Off Contract Charges (paragraph 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)); Not Permitted	

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: ██████████							
7.2	Supplier's Limitation of Liability (Clause 36.2.1 of the Call Off Terms); In Clause 36.2.1 of the Call Off Terms							
7.3	Insurance (Clause 37.3 of the Call Off Terms): <table border="1" data-bbox="287 1019 813 1131"> <thead> <tr> <th><i>Employers Liability</i></th> <th><i>Public Liability</i></th> <th><i>Professional Indemnity</i></th> </tr> </thead> <tbody> <tr> <td>£5m</td> <td>£2m</td> <td>£5m</td> </tr> </tbody> </table>	<i>Employers Liability</i>	<i>Public Liability</i>	<i>Professional Indemnity</i>	£5m	£2m	£5m	
<i>Employers Liability</i>	<i>Public Liability</i>	<i>Professional Indemnity</i>						
£5m	£2m	£5m						

8. TERMINATION AND EXIT

8.1	Termination on Material Default (Clause 41.2.1(c) of the Call Off Terms)); The percentage of "80%" in Clause 41.2.1(c) shall be unamended.	
8.2	Termination without Cause Notice Period (Clause 41.7.1 of the Call Off Terms); In Clause 41.7.1 of the Call Off Terms	
8.3	Undisputed Sums Limit: In Clause 42.1.1 of the Call Off Terms	
8.4	Exit Management; In Call Off Schedule 9 (Exit Management)	

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A	
9.2	Commercially Sensitive Information:	(a) the pricing of the Services: contained in Annex 1 Schedule 3 (b) details of the Supplier's IPR (Not applicable); (c) Information covering the methodology for delivering the Services as contained in Schedule 15: Call Off Tender, which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss and are not industry standard (d) the Supplier's business and investment plans (Not applicable) (e) the Supplier's trade secrets; (Not applicable)

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - Date of issue of the Statement of Requirements: 20 June 2018 Recital D - Date of receipt of Call Off Tender: 27 July 2018	
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not Required	
10.3	Security: <ol style="list-style-type: none"> 1. Security requirements contained at clause 34 in this Call Off Contract 2. Security Policy contained in Call Off Schedule 7 Annex A 	
10.4	Security Policy <ul style="list-style-type: none"> ▪ MoJ Corporate Security Policy ▪ MoJ Building Security Pass ▪ IT Security Incident Management Policy ▪ IT Security Incident Management Plan and Policy ▪ Staff Security and Responsibilities 	

	<ul style="list-style-type: none"> • ICT Security Guide (https://intranet.justice.gov.uk/guidance/security/it-computer-security/ict-security-policy-framework/maj-ict-security-guide/) 	
10.5	<p>Equality and Diversity Policy</p> <p>The Supplier is expected to both endorse and contribute where relevant to meeting the Customer's wider Inclusion & Diversity (I&D) Strategy (2017- 2020) objectives.</p> <p>The summary of the Customer's I&D Strategy objectives has been published at: https://www.gov.uk/government/publications/ministry-of-justice-equality-objectives-2017-to-2020</p>	
10.6	<p>ICT Policy:</p> <p>The Supplier is expected to comply with the below policy as amended and updated: https://intranet.justice.gov.uk/guidance/security/it-computer-security/ict-security-policy-framework/ict-security-policy/</p>	
10.7	<p>Testing:</p> <p>Call Off Schedule 5 (Testing) shall be amended to include reference to the Supplier's provision of the following requirements:</p> <ul style="list-style-type: none"> - a fully compliant treasury function for 100% accuracy; - the end to end process of commissioning of work orders; - full compliance on the updating and accuracy of data on e-PIMS; and - data security. 	
10.8	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be the Disaster Period agreed between the Parties during the Mobilisation Period</p>	
10.9	<p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</p> <p>N/A</p>	
10.10	<p>Protection of Customer Data (Clause 34.2.3 of the Call Off Terms):</p>	

	As may be reasonably specified by the Customer to the Supplier from time to time.	
10.11	<p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 10px;"></div> <p>Supplier's postal address and email address:</p> <div style="background-color: black; width: 100%; height: 40px;"></div>	
10.12	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>	
10.13	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <p>(a) All Customer policies which the Supplier is required to comply with when delivering the Services are set out or referenced within Annex 1 of Call Off Schedule 14.</p> <p>(b) See clause 9 under Call Off Schedule 14.</p> <p>(c) For the avoidance of doubt the Supplier shall be required to obtain the Customer's written approval (in advance) in relation to any proposed sub-contracting of any of its obligations under this Call Off Contract and the provisions of Clause 29 (Supply Chain Rights and Protection) shall apply.</p> <p>(d) The Supplier recognises that the Customer acts for and on behalf of a number of government departments and agencies who are known as cluster partners or affiliates of the Customer for the purposes of receiving the benefit of Services under the terms of this Call Off Contract. The Supplier further recognises that the number and identity of such cluster partners or affiliates may change from time to time to time during the Call Off Contract Period. In the event that any such change results in a requirement to amend the Services or is likely to give rise to a transfer of employment to which the Employment Regulations apply then it shall be dealt with as a Variation in accordance with the terms of Clause 22.1 (Variation Procedure).</p> <p>(e) A number of amendments have been made to Call Off Schedule 10 (Staff Transfer). NOTE: These</p>	

	amendments are included (highlighted red) within the updated version of Call Off Schedule 10 which now forms part of this Call Off Contract.	
10.14	Call Off Tender: Schedule 15 (Call Off Tender)	
10.15	Customer's Social Value Priorities To be provided by the Customer and to be agreed between the Customer and the Supplier before the Service Commencement Date.	

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FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	14/06/2019

For and on behalf of the Customer:

Name and Title	
Signature	
Date	14/6/2019

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**PART 2 – CALL OFF TERMS
TERMS AND CONDITIONS**

RECITALS

- A. Where recital A has been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.2 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of direct award.
- B. Where recitals B to E have been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.3 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of further competition.
- C. The Customer issued its Statement of Requirements for the provision of the Services on the date specified at paragraph 10.1 of the Call Off Order Form.
- D. In response to the Statement of Requirements the Supplier submitted a Call Off Tender to the Customer on the date specified at paragraph 10.1 of the Call Off Order form through which it provided to the Customer its solution for providing the Services.
- E. On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Services to the Customer in accordance with the terms of this Call Off Contract.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) or the relevant Call Off Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, 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 this Call Off Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or

reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

- 1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under this Call Off Contract;
 - 1.3.8 references to "Clauses" and "Call Off Schedules" are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear; and
 - 1.3.9 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.
- 1.4 Subject to Clauses 1.5 and 1.6 (Definitions and Interpretation), in the event of and only to the extent of any conflict between the Call Off Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 the Framework Agreement, except Framework Schedule 21 (Tender);
 - 1.4.2 the Call Off Order Form;
 - 1.4.3 the Call Off Terms, except Call Off Schedule 15 (Call Off Tender);
 - 1.4.4 Call Off Schedule 15 (Call Off Tender); and
 - 1.4.5 Framework Schedule 21 (Tender).
- 1.5 Any permitted changes by the Customer to the Template Call Off Terms and the Template Call Off Order Form under Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Order Form which comprise this Call Off Contract shall prevail over the Framework Agreement.
- 1.6 Where Call Off Schedule 15 (Call Off Tender) or Framework Schedule 21 (Tender) contain provisions which are more favourable to the Customer in relation to (the rest of) this Call Off Contract, such provisions of the Call Off Tender or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Call Off Tender or Tender is more favourable to it in this context.

2. DUE DILIGENCE

- 2.1 The Supplier acknowledges that:
- 2.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Call Off Contract;
 - 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
 - 2.1.3 it has raised all relevant due diligence questions with the Customer before the Call Off Commencement Date;
 - 2.1.4 it has undertaken all necessary due diligence and has entered into this Call Off Contract in reliance on its own due diligence alone; and

- 2.1.5 it shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
- (a) misinterpretation of the requirements of the Customer in the Call Off Order Form or elsewhere in this Call Off Contract;
 - (b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
 - (c) failure by the Supplier to undertake its own due diligence.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;
- 3.1.2 this Call Off Contract is executed by its duly authorised representative;
- 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and
- 3.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 The Supplier represents and warrants that:

- 3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;
- 3.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
- 3.2.4 its performance of its obligations under this Call Off Contract does not and will not result in the Customer being in breach of any Law or obligation;
- 3.2.5 as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;
- 3.2.6 if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds, as at the Call Off Contract Commencement Date it has notified the Customer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non-Compliance;
- 3.2.7 it has and shall continue to have all necessary rights in and to the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier

(and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Call Off Contract including the receipt of the Services by the Customer;

- 3.2.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer;
 - 3.2.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Call Off Contract;
 - 3.2.10 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
 - 3.2.11 for the Call Off Contract Period and for a period of twelve (12) months after the termination or expiry of this Call Off Contract, the Supplier shall not employ or offer employment to any staff of the Customer which have been associated with the provision of the Services without Approval or the prior written consent of the Customer which shall not be unreasonably withheld.
- 3.3 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Call Off Contract.
- 3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 and 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.5 For the avoidance of doubt, the fact that any provision within this Call Off Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier which constitutes a material Default.

4. CALL OFF GUARANTEE – NOT REQUIRED

- 4.1 Where the Customer has stipulated in the Call Off Order Form that this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:
- 4.1.1 an executed Call Off Guarantee from a Call Off Guarantor; and
 - 4.1.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.
- 4.2 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 4.1 by giving the Supplier notice in writing.

B. DURATION OF CALL OFF CONTRACT

5. CALL OFF CONTRACT PERIOD AND CALL OFF CONTRACT SERVICES PERIOD

- 5.1 This Call Off Contract shall take effect on the Call Off Commencement Date.
- 5.2 The Call Off Contract Period begins on the Call Off Commencement Date and ends on the Expiry Date. The Call Off Contract Services Period begins on the Services Commencement Date and ends on the Expiry Date.
- 5.3 The Supplier shall provide the Mobilisation Services from the Call Off Commencement Date. The Supplier shall complete the Mobilisation Services in the timeframes prescribed with in the Implementation Plan including Milestones and Deliverables.
- 5.4 The Supplier shall provide the Services from the Services Commencement Date.
- 5.5 Where the Customer has specified a Call Off Extension Period in the Call Off Order Form, the Customer may extend this Call Off Contract for the Call Off Extension Period by providing written notice to the Supplier before the end of the Initial Call Off Period. The minimum period for the written notice shall be as specified in the Call Off Order Form.

C. CALL OFF CONTRACT PERFORMANCE

6. IMPLEMENTATION PLAN

6.1 Formation of Implementation Plan

- 6.1.1 Not Used
- 6.1.2 The Supplier will be responsible for updating the Implementation Plan to reflect the discussions and agreed position with the Customer.
- 6.1.3 The Supplier shall perform each of the Deliverables identified in the Implementation Plan by the applicable date assigned to that Deliverable in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and any other requirements of the Customer as set out in this Call Off Contract and report to the Customer on such performance.

6.2 Control of implementation Plan

- 6.2.1 Subject to Clause 6.2.2, the Supplier shall keep the Implementation Plan under review in accordance with the Customer's instructions and ensure that it is maintained and updated on a regular basis as may be necessary to reflect the then current state of the provision of the Services. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 6.2.2 Changes to the Milestones (if any), shall only be made in accordance with the Variation Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Cause which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).
- 6.2.3 Where so specified by the Customer in the Implementation Plan or elsewhere in this Call Off Contract, time in relation to compliance with a date, Milestone Date or period shall be of the essence and failure of the Supplier to comply with such date, Milestone Date or period shall be a material Default unless the Parties expressly agree otherwise

6.3 Rectification of Delay in Implementation

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

6.4 Not Used

7. PROVISION OF THE SERVICES

7.1 Provision of the Services

- 7.1.1 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Services and the performance of its obligations under this Call Off Contract.
- 7.1.2 The Supplier shall ensure that the Services:
- (a) comply in all respects with the description of the Services in Call Off Schedule 2 (Services) or elsewhere in this Call Off Contract; and
 - (b) are supplied in accordance with the provisions of this Call Off Contract (including the Call Off Tender) and the Tender.
- 7.1.3 The Supplier shall perform its obligations under this Call Off Contract in accordance with:
- (a) all applicable Law;
 - (b) Good Industry Practice;
 - (c) the Standards;
 - (d) the Security Policy;
 - (e) the Accessibility Policy (if so required by the Customer);
 - (f) the Equality and Diversity Policy (if so required by the Customer);
 - (g) the ICT Policy (if so required by the Customer); and
 - (h) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 7.1.3(a) to 7.1.3(g).
- 7.1.4 The Supplier shall:
- (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Call Off Contract;
 - (b) subject to Clause 22.1 (Variation Procedure), obtain, and maintain throughout the duration of this Call Off Contract, all the consents, approvals, licences and

permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;

- (c) ensure that any Services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or the Services to meet the requirements of the Customer;
- (d) ensure that the Supplier Assets will be free of all encumbrances (except as agreed in writing with the Customer);
- (e) ensure that the Services are fully compatible with any Customer Property or Customer Assets described in Call Off Schedule 4 (Implementation Plan) (or elsewhere in this Call Off Contract) or otherwise used by the Supplier in connection with this Call Off Contract;
- (f) minimise any disruption to the Sites and/or the Customer's operations when providing the Services;
- (g) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (h) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier and, on the Call Off Expiry Date for any reason, to enable the timely transition of the supply of the Services (or any of them) to the Customer and/or to any Replacement Supplier;
- (i) assign to the Customer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Customer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Customer may notify from time to time to the Supplier;
- (j) provide the Customer with such assistance as the Customer may reasonably require during the Call Off Contract Period in respect of the supply of the Services;
- (k) deliver the Services in a proportionate and efficient manner;
- (l) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Contract; and
- (m) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Contract; and
- (n) where requested by the Customer, identify and deliver Social Value benefits that the Supplier believes, and which the customer agrees, are relevant and proportionate to the Customer's requirement under the Call Off Contract

7.1.5

An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

8. SERVICES

8.1 General application

8.1.1 This Clause 8 shall apply if any Services have been included in Annex 1 of Call Off Schedule 2 (Services).

8.2 Time of Delivery of the Services

8.2.1 The Supplier shall provide the Services on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any).

8.3 Location and Manner of Delivery of the Services

8.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall provide the Services to the Customer through the Supplier Personnel at the Sites.

8.3.2 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

8.4 Undelivered Services

8.4.1 In the event that any of the Services are not Delivered in accordance with Clauses 7.1 (Provision of the Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) ("Undelivered Services"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Services that were not so Delivered until such time as the Undelivered Services are Delivered.

8.4.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 7.1, (Provision of the Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) and meet the relevant Milestone Date (if any) to be a material Default.

8.5 Obligation to Remedy of Default in the Supply of the Services

8.5.1 Subject to Clauses 33.9.2 and 33.9.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 8.4.2 (Undelivered Services) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

- (a) remedy any breach of its obligations in Clauses 7 and 8 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and
- (b) meet all the costs of, and incidental to, the performance of such remedial work.

8.6 Continuing Obligation to Provide the Services

8.6.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Services, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
- (b) the existence of an unresolved Dispute; and/or

- (c) any failure by the Customer to pay any Call Off Contract Charges, unless the Supplier is entitled to terminate this Call Off Contract under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure by the Customer to pay undisputed Call Off Contract Charges.

9. GOODS – NOT USED

10. INSTALLATION WORKS – NOT USED

11. STANDARDS AND QUALITY

- 11.1 The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.
- 11.2 Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent Standards, which could affect the Supplier's provision, or the receipt by the Customer, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Variation Procedure.
- 11.3 Where a new or emergent Standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 11.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Services and Key Performance Indicators) and shall be implemented within an agreed timescale.
- 11.5 Where a Standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact of such change.

12. TESTING

- 12.1 This Clause 12 shall apply if so specified by the Customer in the Call Off Order Form.
- 12.2 The Parties shall comply with any provisions set out in Call Off Schedule 5 (Testing).

13. SERVICE LEVELS AND SERVICE CREDITS

- 13.1 This Clause 13 shall apply where the Customer has specified Service Levels and Service Credits in the Call Off Order Form. Where the Customer has specified Service Levels but not Service Credits, only sub-clauses 13.2, 13.3 and 13.7 shall apply.
- 13.2 When this Clause 13.2 applies, the Parties shall also comply with the provisions of Part A (Service Levels and Service Credits) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).
- 13.3 The Supplier shall at all times during the Services Contract Period provide the Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion.

- 13.4 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.
- 13.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 13.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:
- 13.6.1 the Supplier has over the previous (twelve) 12 Month period accrued Service Credits in excess of the Service Credit Cap;
- 13.6.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel; and
 - (c) results in:
 - (i) the corruption or loss of any Customer Data (in which case the remedies under Clause 34.2.8 (Protection of Customer Data) shall also be available); and/or
 - (ii) the Customer being required to make a compensation payment to one or more third parties; and/or
- 13.6.3 the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause).
- 13.7 Not more than once in each Call Off Contract Year, the Customer 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 Level Performance Criteria and the Supplier shall not be entitled to object to, or increase the Call Off Contract Charges as a result of such changes, provided that:
- 13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed does not exceed the number set out, for the purposes of this clause, in the Call Off Order Form;
- 13.7.2 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and
- 13.7.3 there is no change to the Service Credit Cap.

14. CRITICAL SERVICE LEVEL FAILURE - NOT USED

15. BUSINESS CONTINUITY AND DISASTER RECOVERY

- 15.1 This Clause 14 shall apply if the Customer has so specified in the Call Off Order Form.
- 15.2 The Parties shall comply with the provisions of Call Off Schedule 8 (Business Continuity and Disaster Recovery).

16. DISRUPTION

- 16.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 16.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Contract.
- 16.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under this Call Off Contract.
- 16.4 If the Supplier's proposals referred to in Clause 16.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Call Off Contract for material Default.
- 16.5 If the Supplier is temporarily unable to fulfil the requirements of this Call Off Contract owing to disruption of normal business solely due to a Customer Cause, then subject to Clause 17 (Supplier Notification of Customer Cause), an appropriate allowance by way of an extension of time will be Approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

17. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE

- 17.1 Without prejudice to any other obligations of the Supplier in this Call Off Contract to notify the Customer in respect of a specific Customer Cause (including the notice requirements under Clause 42.1.1 (Termination on Customer Cause for Failure to Pay)), the Supplier shall:
- 17.1.1 notify the Customer as soon as reasonably practicable ((and in any event within two (2) Working Days of the Supplier becoming aware)) that a Customer Cause has occurred or is reasonably likely to occur, giving details of:
- (a) the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Call Off Contract;
 - (b) any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause; and
 - (c) use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

18. CONTINUOUS IMPROVEMENT

- 18.1 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Clause 18 with a view to reducing the Customer's costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Services, including the Social Value benefits delivered (where applicable), and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:
- 18.1.1 the emergence of new and evolving relevant technologies which could improve the Sites and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;

- 18.1.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support Services in relation to the Services;
 - 18.1.3 changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the Customer; and/or
 - 18.1.4 changes to the Sites business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.
- 18.2 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.
- 18.3 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Customer.

D. CALL OFF CONTRACT GOVERNANCE

19. PERFORMANCE MONITORING

- 19.1 The Supplier shall comply with the monitoring requirements set out in Part B (Performance Monitoring) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

20. REPRESENTATIVES

- 20.1 Each Party shall have a representative for the duration of this Call Off Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Call Off Contract.
- 20.2 The initial Supplier Representative shall be the person named as such in the Call Off Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 27 (Supplier Personnel).
- 20.3 If the initial Customer Representative is not specified in the Call Off Order Form, the Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Call Off Commencement Date. The Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

21. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

- 21.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call Off Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Customer.
- 21.2 The Supplier shall:
- 21.2.1 keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law; and
 - 21.2.2 afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified

in Clause 21.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Contract including in order to:

- (a) verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract (and proposed or actual variations to them in accordance with this Call Off Contract);
- (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third-party suppliers) in connection with the provision of the Services;
- (c) verify the Open Book Data;
- (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Services;
- (g) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Call Off Contract;
- (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;
- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
- (k) review any Performance Monitoring Reports provided under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
- (l) verify the accuracy and completeness of any information delivered or required by this Call Off Contract;
- (m) review the Supplier's quality management systems (including any quality manuals and procedures);
- (n) review the Supplier's compliance with the Standards;
- (o) inspect the Customer Assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Assets are secure and that any register of assets is up to date; and/or
- (p) review the integrity, confidentiality and security of the Customer Data.

- 21.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.
- 21.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:
- 21.4.1 all reasonable information requested by the Customer within the scope of the audit;
- 21.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and
- 21.4.3 access to the Supplier Personnel.
- 21.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 21, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

22. CHANGE

22.1 Variation Procedure

- 22.1.1 Subject to the provisions of this Clause 22 and Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), either Party may request a variation to this Call Off Contract provided that such variation does not amount to a material change of this Call Off Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "Variation".
- 22.1.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.
- 22.1.3 Where the Customer has so specified on receipt of a Variation Form from the Supplier, the Supplier shall carry out an impact assessment of the Variation on the Services (the "Impact Assessment"). The Impact Assessment shall be completed in good faith and shall include:
- (a) details of the impact of the proposed Variation on the Services and the Supplier's ability to meet its other obligations under this Call Off Contract;
 - (b) details of the cost of implementing the proposed Variation;
 - (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Call Off Contract Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and
 - (e) such other information as the Customer may reasonably request in (or in response to) the Variation request.
- 22.1.4 The Parties may agree to adjust the time limits specified in the Variation Form to allow for the preparation of the Impact Assessment.
- 22.1.5 Subject to 22.1.4, the receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at

the discretion of the Customer having regard to the nature of the Services and the proposed Variation.

22.1.6 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Call Off Contract Charges that may be included in a request of a Variation or response to it as a consequence thereof,

the Customer may:

- (i) agree to continue to perform its obligations under this Call Off Contract without the Variation; or
- (ii) terminate this Call Off Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Services in accordance with this Call Off Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Call Off Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

22.1.7 If the Parties agree the Variation, the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Call Off Contract.

22.2 Legislative Change

22.2.1 The Supplier shall neither be relieved of its obligations under this Call Off Contract nor be entitled to an increase in the Call Off Contract Charges as the result of a:

- (a) General Change in Law;
- (b) Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Call Off Commencement Date.

22.2.2 If a Specific Change in Law occurs or will occur during the Call Off Contract Period (other than as referred to in Clause 22.2.1(b)), the Supplier shall:

- (a) notify the Customer as soon as reasonably practicable of the likely effects of that change including:
 - (i) whether any Variation is required to the provision of the Services, the Call Off Contract Charges or this Call Off Contract; and
 - (ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Level Performance Measures; and
- (b) provide to the Customer with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services; and
 - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 18

(Continuous Improvement), has been taken into account in amending the Call Off Contract Charges.

- 22.2.3 Any change in the Call Off Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 22.2.1(b)) shall be implemented in accordance with the Variation Procedure.

E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

23. CALL OFF CONTRACT CHARGES AND PAYMENT

23.1 Call Off Contract Charges

- 23.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Contract, including the provision of the Services, the Customer shall pay the undisputed Call Off Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 23.1.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 12 (Testing), 21 (Records, Audit Access and Open Book Data), 34.4 (Transparency and Freedom of Information) and 34.5 (Protection of Personal Data).
- 23.1.3 If the Customer fails to pay any undisputed Call Off Contract Charges properly invoiced under this Call Off Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 23.1.4 If at any time during this Call Off Contract Period the Supplier reduces its Framework Prices for any Services which are provided under the Framework Agreement (whether or not such Services are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Call Off Contract Charges for such Services under this Call Off Contract by the same amount.

23.2 VAT

- 23.2.1 The Call Off Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.
- 23.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Contract. Any amounts due under Clause Error! Reference source not found. (VAT) shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

23.3 Retention and Set Off

- 23.3.1 The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract or under any other agreement between the Supplier and the Customer.

23.3.2 If the Customer wishes to exercise its right pursuant to Clause 23.3 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Customer's reasons for retaining or setting off the relevant Call Off Contract Charges.

23.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

23.4 Foreign Currency

23.4.1 Any requirement of Law to account for the Services in any currency other than Sterling, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.

23.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 23.4 by the Supplier.

23.5 Income Tax and National Insurance Contributions

23.5.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call Off Contract, the Supplier shall:

- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- (b) indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Supplier or any Supplier Personnel.

23.5.2 In the event that any one of the Supplier Personnel is a Worker as defined in Call Off Schedule 1 (Definitions) who receives consideration relating to the Services, then, in addition to its obligations under Clause 23.5, the Supplier shall ensure that its contract with the Worker contains the following requirements:

- (a) that the Customer may, at any time during the Call Off Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 23.5, or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided;
- (b) that the Worker's contract may be terminated at the Customer's request if:
 - (i) the Worker fails to provide the information requested by the Customer within the time specified by the Customer under Clause 23.5.2(a); and/or
 - (ii) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with Clause 23.5 or confirms that the Worker is not complying with those requirements; and
- (c) that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

24. PROMOTING TAX COMPLIANCE

- 24.1 This Clause 24 shall apply if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds during the Call Off Contract Period.
- 24.2 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 24.2.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and
- 24.2.2 promptly provide to the Customer:
- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.
- 24.3 In the event that the Supplier fails to comply with this Clause 24 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable, then the Customer reserves the right to terminate this Call Off Contract for material Default.

25. BENCHMARKING

- 25.1 Notwithstanding the Supplier's obligations under Clause 18 (Continuous Improvement), the Customer shall be entitled to regularly benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Services, against other suppliers providing Services substantially the same as the Services during the Call Off Contract Services Period.
- 25.2 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 25.1 above.
- 25.3 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Services to the Authority and any Contracting Authority (subject to the Contracting Authority entering into reasonable confidentiality undertakings).
- 25.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.
- 25.5 Where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Services should be implemented such improvements shall be implemented by way of the Variation Procedure at no additional cost to the Customer.
- 25.6 The benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Services, facilitate their delivery to any other Contracting Authority and/or any alterations or variations to the Charges or the provision of the Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Variation Procedure and at no additional cost to the Customer.

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

26. KEY PERSONNEL

- 26.1 This Clause 26 shall apply where the Customer has specified Key Personnel in the Call Off Order Form.
- 26.2 The Call Off 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 Call Off Commencement Date.
- 26.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.
- 26.4 The Customer 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 Personnel.
- 26.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule 9 (Exit Management) unless:
- 26.5.1 requested to do so by the Customer;
 - 26.5.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 26.5.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or
 - 26.5.4 the Supplier obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed). For the avoidance of doubt written consent does not need to be in accordance with clause 22 ("Variation Procedure"). Written consent can be in written form by the Customer Representative.
- 26.6 The Supplier shall:
- 26.6.1 notify the Customer promptly of the absence of any Key Personnel (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);
 - 26.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 26.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;
 - 26.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services; and
 - 26.6.5 ensure that any replacement for a Key Role:
 - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
 - 26.6.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Call Off Contract Period without Approval.
- 26.7 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

27. SUPPLIER PERSONNEL

27.1 Supplier Personnel

27.1.1 The Supplier shall:

- (a) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;
 - (iii) obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Services to the reasonable satisfaction of the Customer; and
 - (iv) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule 7 (Security);
- (c) subject to Call Off Schedule 10 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
- (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Call Off Contract shall be a Default by the Supplier;
- (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- (f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- (h) procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the Call Off Expiry Date.

27.1.2 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Call Off Contract, it may:

- (a) refuse admission to the relevant person(s) to the Customer Premises; and/or
- (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

27.1.3 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

27.2 Relevant Convictions

27.2.1 This sub-clause 27.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.

27.2.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or 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 Services without Approval.

27.2.3 Notwithstanding Clause 27.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) 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 Services any person who has a Relevant Conviction or an inappropriate record.

28. STAFF TRANSFER

28.1 This Clause 28 shall not apply if there are Goods but no Services under this Call Off Contract.

28.2 The Parties agree that:

28.2.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Call Off Schedule 10 (Staff Transfer) shall apply as follows:

- (a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Call Off Schedule 10 (Staff Transfer) shall apply;
- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Call Off Schedule 10 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Call Off Schedule 10 (Staff Transfer) shall apply; and
- (d) Part C of Call Off Schedule 10 (Staff Transfer) shall not apply;

28.2.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Call Off Schedule 10 (Staff Transfer) shall apply and Parts A and B of Call Off Schedule 10 (Staff Transfer) shall not apply; and

28.2.3 Part D of Call Off Schedule 10 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

28.3 The Supplier shall both during and after the Call Off Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

29. SUPPLY CHAIN RIGHTS AND PROTECTION

29.1 Appointment of Sub-Contractors

- 29.1.1 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:
- (a) manage any Sub-Contractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Call Off Contract in the Delivery of the Services; and
 - (c) assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Call Off Contract.
- 29.1.2 Prior to sub-contacting any of its obligations under this Call Off Contract, the Supplier shall notify the Customer and provide the Customer with:
- (a) the proposed Sub-Contractor's name, registered office and company registration number;
 - (b) the scope of any Services to be provided by the proposed Sub-Contractor; and
 - (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 29.1.3 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2, the Supplier shall also provide:
- (a) a copy of the proposed Sub-Contract; and
 - (b) any further information reasonably requested by the Customer.
- 29.1.4 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2 (or, if later, receipt of any further information requested pursuant to Clause 29.1.3), object to the appointment of the relevant Sub-Contractor if they consider that:
- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests respectively of the Customer under this Call Off Contract;
 - (b) the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - (c) the proposed Sub-Contractor employs unfit persons,
- in which case, the Supplier shall not proceed with the proposed appointment.
- 29.1.5 If:
- (a) the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
 - (i) the Supplier's notice issued pursuant to Clause 29.1.2; and
 - (ii) any further information requested by the Customer pursuant to Clause 29.1.3; and
 - (b) the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer in accordance with Clause 29.2 (Appointment of Key Sub-Contractors),
- the Supplier may proceed with the proposed appointment.

29.2 Appointment of Key Sub-Contractors

- 29.2.1 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).
- 29.2.2 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:
- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
 - (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
 - (c) the proposed Key Sub-Contractor employs unfit persons.
- 29.2.3 Except where the Authority and the Customer have given their prior written consent under Clause 29.2.1, the Supplier shall ensure that each Key Sub-Contract shall include:
- (a) provisions which will enable the Supplier to discharge its obligations under this Call Off Contract;
 - (b) a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;
 - (c) a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;
 - (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;
 - (e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Call Off Contract in respect of:
 - (i) data protection requirements set out in Clauses 34.1 (Security Requirements), 34.2 (Protection of Customer Data) and 34.5 (Protection of Personal Data);
 - (ii) FOIA requirements set out in Clause 34.4 (Transparency and Freedom of Information);
 - (iii) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 7.1.4(i) (Provision of Services);
 - (iv) the keeping of records in respect of the Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (v) the conduct of audits set out in Clause 21 (Records, Audit Access & Open Book Data);
 - (f) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 41 (Customer Termination Rights), 43 (Termination by Either Party) and 45 (Consequences of Expiry or Termination) of this Call Off Contract;
 - (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;

- (h) a provision, where a provision in Call Off Schedule 10 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

29.3 Supply Chain Protection

29.3.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a Valid Invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
- (d) giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law; and
- (e) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 29.3.1.

29.3.2 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a Valid Invoice;
- (b) include within the Performance Monitoring Reports required under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with this Clause 29.3.2 (a), such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

29.3.3 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

29.3.4 Notwithstanding any provision of Clauses 34.3 (Confidentiality) and 35 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

29.4 Termination of Sub-Contracts

29.4.1 The Customer may require the Supplier to terminate:

- (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to

- any of the termination events in Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and/or
- (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise;
- (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
 - (i) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

29.5 Competitive Terms

- 29.5.1 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Customer may:
- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or
 - (b) subject to Clause 29.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.
- 29.5.2 If the Customer exercises the option pursuant to Clause 29.5.1, then the Call Off Contract Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure.
- 29.5.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:
- (a) the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
 - (b) any reduction in the Call Off Contract Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

29.6 Retention of Legal Obligations

- 29.6.1 Notwithstanding the Supplier's right to Sub-Contract pursuant to Clause 29 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

G. PROPERTY MATTERS

30. CUSTOMER PREMISES

30.1 Licence to occupy Customer Premises

- 30.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call Off Contract and in accordance with Call Off Schedule 9 (Exit Management).
- 30.1.2 The Supplier shall limit access to the Customer Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Call Off Contract and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.
- 30.1.3 Save in relation to such actions identified by the Supplier in accordance with Clause 2 (Due Diligence) and set out in the Call Off Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Customer Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this Clause 30.1.3 without undue delay. Ownership of such modifications shall rest with the Customer.
- 30.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Customer Premises and conduct of personnel at the Customer Premises as determined by the Customer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 30.1.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call Off Contract, the Customer retains the right at any time to use any Customer Premises in any manner it sees fit.

30.2 Security of Customer Premises

- 30.2.1 The Customer shall be responsible for maintaining the security of the Customer Premises in accordance with the Security Policy. The Supplier shall comply with the Security Policy and any other reasonable security requirements of the Customer while on the Customer Premises.
- 30.2.2 The Customer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

31. CUSTOMER PROPERTY

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

- 31.3 The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Customer Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.
- 31.4 The Customer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.
- 31.5 The Supplier shall maintain the Customer Property in good order and condition (excluding fair wear and tear) and shall use the Customer Property solely in connection with this Call Off Contract and for no other purpose without Approval.
- 31.6 The Supplier shall ensure the security of all the Customer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with the Customer's Security Policy and the Customer's reasonable security requirements from time to time.
- 31.7 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Customer Cause. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

32. SUPPLIER EQUIPMENT

- 32.1 Unless otherwise stated in the Call Off Order Form (or elsewhere in this Call Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 32.2 In line with the requirements of Article 6 of the Energy Efficiency Directive Article 2012/27/EU (the EED) Central Government shall purchase only products, services and buildings with high-energy efficient performance. Article 5 of the EED obliges public buildings to fulfil an exemplary role in energy efficiency. The Supplier shall ensure that they take all appropriate action, in association with the delivery of the Service, to ensure the Customer complies with their obligations in association with Articles 5 and 6 of the EED.
- 32.3 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.
- 32.4 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise, on the Call Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal.
- 32.5 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.
- 32.6 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Level Performance Measures.
- 32.7 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.

- 32.8 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- 32.8.1 remove from the Customer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Call Off Contract; and
 - 32.8.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.
- 32.9 For the purposes of this Clause 32.9, 'X' shall be the number of Service Failures, and 'Y' shall be the period in months, as respectively specified for 'X' and 'Y' in the Call Off Order Form. If this Clause 32.9 has been specified to apply in the Call Off Order Form, and there are no values specified for 'X' and/or 'Y', in default, 'X' shall be two (2) and 'Y' shall be twelve (12). Where a failure of Supplier Equipment or any component part of Supplier Equipment causes X or more Service Failures in any Y Month period, the Supplier shall notify the Customer in writing and shall, at the Customer's request (acting reasonably), replace such Supplier Equipment or component part thereof at its own cost with a new item of Supplier Equipment or component part thereof (of the same specification or having the same capability as the Supplier Equipment being replaced).

H. INTELLECTUAL PROPERTY AND INFORMATION

33. INTELLECTUAL PROPERTY RIGHTS

33.1 Allocation of Title to IPR

- 33.1.1 Save as expressly granted elsewhere under this Call Off Contract:
- (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
 - (i) the Supplier Background IPR; and
 - (ii) the Third Party IPR.
 - (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:
 - (i) Customer Background IPR;
 - (ii) Customer Data; and
 - (iii) Project Specific IPRs.
- 33.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 33.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 33.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 33.1.4 Unless the Customer otherwise agrees in advance in writing (and subject to Clause 33.10.3):
- (a) Project Specific IPR Items shall be created in a format, or able to be converted into a format, which is:
 - (i) suitable for publication by the Customer as Open Source; and
 - (ii) based on Open Standards (where applicable);

- (b) where the Project Specific IPR Items are written in a format that requires conversion before publication as Open Source or before complying with Open Standards, the Supplier shall also provide the converted format to the Customer.

33.2 Assignments granted by the Supplier: Project Specific IPR

- 33.2.1 The Supplier hereby assigns to the Customer with full guarantee (or shall procure from the first owner the assignment to the Customer), title to and all rights and interest in the Project Specific IPRs. The assignment under this Clause 33.2.1 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs.
- 33.2.2 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Project Specific IPRs are properly transferred to the Customer.
- 33.2.3 To the extent that it is necessary to enable the Customer to obtain the full benefits of ownership of the Project Specific IPRs, the Supplier hereby grants to the Customer and shall procure that any relevant third party licensor shall grant to the Customer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPR Items.

33.3 Licences granted by the Supplier: Supplier Background IPR

- 33.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.
- 33.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 33.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of 33.3.1 which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.
- 33.3.3 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 33.3.2, the Customer shall:
 - (a) immediately cease all use of the Supplier Background IPR;
 - (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and
 - (c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.

33.4 Customer's right to sub-license

- 33.4.1 The Customer may sub-license:

- (a) the rights granted under Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-licence is on terms no broader than those granted to the Customer; and
 - (ii) the sub-licence only authorises the third party to use the rights licensed in Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Services (or substantially equivalent Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and
- (b) the rights granted under Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Project Specific IPR provided that the sub-licence is on terms no broader than those granted to the Customer.

33.5 Customer's right to assign/novate licences

- 33.5.1 The Customer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to:
- (a) a Central Government Body; or
 - (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.
- 33.5.2 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 33.3 (Licences granted by the Supplier: Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR).
- 33.5.3 If a licence granted in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) is novated under Clauses Error! Reference source not found. or there is a change of the Customer's status pursuant to Clause 33.5.2 (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

33.6 Third Party IPR

- 33.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) and Clause 33.5.1 (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence in accordance with the licence terms set out in Clause 33.3 (Licences granted by the Supplier: Supplier Background IPR) and Clause 33.5.1 (Customer's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:
- (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and

- (b) only use such Third Party IPR if the Customer Approves the terms of the licence from the relevant third party.

33.6.2 Should the Supplier become aware at any time, including after termination, that the Project Specific IPRs contain any Intellectual Property Rights for which the Customer does not have a licence, then the Supplier must notify the Customer within 10 days of what those rights are and which parts of the Project Specific IPRs they are found in.

33.6.3 Without prejudice to any other right or remedy of the Customer, if the Supplier becomes aware at any time, including after termination, that any Intellectual Property Rights for which the Customer does not have a licence in accordance with Clause 33.2.3 subsist in the Project Specific IPR Items, then the Supplier must notify the Customer within 10 days of what those rights are and which parts of the Project Specific IPR Items they are found in.

33.7 Licence granted by the Customer

33.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Background IPR, the Project Specific IPRs and the Customer Data solely to the extent necessary for providing the Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 34.3 (Confidentiality); and
- (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

33.8 Termination of licenses

33.8.1 Subject to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR), all licences granted pursuant to Clause 33 (Intellectual Property Rights) (other than those granted pursuant to Clause 33.6 (Third Party IPR) and 33.7 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.

33.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 9 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

33.8.3 The licence granted pursuant to Clause 33.7 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 33.7.1 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data (as the case may be); and

- (c) ensure, so far as reasonably practicable, that any Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Background IPR and/or Customer Data.

33.9 IPR Indemnity

33.9.1 The Supplier shall, during and after the Call Off Contract Period, on written demand, indemnify the Customer against all Losses incurred by, awarded against, or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

33.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

- (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services;
 - (iii) there is no additional cost to the Customer; and
 - (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Services.

33.9.3 If the Supplier elects to procure a licence in accordance with Clause 33.9.2(a) or to modify or replace an item pursuant to Clause 33.9.2(b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
- (b) without prejudice to the indemnity set out in Clause 33.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute Services including the additional costs of procuring, implementing and maintaining the substitute items.

33.10 Open Source Publication

33.10.1 Subject to Clause 33.10.3, the Supplier agrees that the Customer may at its sole discretion publish as Open Source all or part of the Project Specific IPR Items after the Operational Services Commencement Date (such date to be notified by the Customer to the Supplier).

33.10.2 Subject to Clause 33.10.3, the Supplier hereby warrants that the Project Specific IPR Items:

- (a) are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Customer will not enable a third party to use the published Project Specific IPRs or Project Specific IPR Items in any way, which could reasonably be foreseen to compromise the operation, running or security of the Project Specific IPRs or the Customer System;

- (b) have been developed by the Supplier using reasonable endeavours to ensure that publication by the Customer of the same shall not cause any harm or damage to any party using the published Project Specific IPRs;
- (c) do not contain any material which would bring the Customer into disrepute upon publication as Open Source;
- (d) do not contain any IPRs which have not been licensed to the Customer under licence terms which permit the publication of the Project Specific IPR Items as Open Source by the Customer;
- (e) will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified to the Supplier under Clause 33.10.1; and
- (f) do not contain any Malicious Software.

33.10.3 The Supplier hereby acknowledges and agrees that any Supplier Background IPRs which it includes in the Open Source Publication Material supplied to the Customer pursuant to Clause 33.10.2(e) and which have not been Approved for exclusion under Clause 33.10.4 will become Open Source and will hereby be licensed to the Customer under the Open Source licence terms adopted by the Customer and treated as such following publication by the Customer.

33.10.4 Where the Customer has Approved a request by the Supplier under Clause 33.1.4, for any part of the Project Specific IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Background IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- (a) as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- (b) include in the written details provided under Clause 33.10.4 (a) information about the impact that inclusion of such IPRs and items or Deliverables based on such IPRs will have on any other Project Specific IPRs Items and the Customer's ability to publish such other items or Deliverables as Open Source.

34. SECURITY AND PROTECTION OF INFORMATION

34.1 Security Requirements

34.1.1 The Supplier shall comply with the Security Policy and the requirements of Call Off Schedule 7 (Security) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

34.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.

34.1.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Services it may propose a Variation to the Customer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Call Off Contract Charges shall then be subject to the Variation Procedure.

34.1.4 Until and/or unless a change to the Call Off Contract Charges is agreed by the Customer pursuant to the Variation Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.

34.2 Protection of Customer Data

34.2.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.

34.2.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call Off Contract or as otherwise Approved by the Customer.

34.2.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format (if any) specified by the Customer in the Call Off Order Form and, in any event, as specified by the Customer from time to time in writing.

34.2.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.

34.2.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).

34.2.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).

34.2.7 If at any time the Supplier suspects or has reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

34.2.8 If the Customer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Supplier may:

- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
- (b) itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer.

34.3 Confidentiality

34.3.1 For the purposes of Clause 34.3, the term "Disclosing Party" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "Recipient" shall mean the Party which receives or obtains directly or indirectly Confidential Information.

- 34.3.2 Except to the extent set out in Clause 34.3 or where disclosure is expressly permitted elsewhere in this Call Off Contract, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call Off Contract or without obtaining the owner's prior written consent;
 - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call Off Contract; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

- 34.3.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 34.4 (Transparency and Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Call Off Contract;
 - (ii) the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer is making use of any Services provided under this Call Off Contract; or
 - (iii) the conduct of a Central Government Body review in respect of this Call Off Contract; or
 - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office;
 - (d) such information was in the possession of the Disclosing Party without obligation of confidentiality prior to its disclosure by the information owner;
 - (e) such information was obtained from a third party without obligation of confidentiality;
 - (f) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; and
 - (g) the information is independently developed without access to the Disclosing Party's Confidential Information.

- 34.3.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including

the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

- 34.3.5 Subject to Clause 34.3.2, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:
- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Call Off Contract; and
 - (b) its professional advisers for the purposes of obtaining advice in relation to this Call Off Contract.

34.3.6 Where the Supplier discloses Confidential Information of the Customer pursuant to Clause 34.3.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Call Off Contract by the persons to whom disclosure has been made.

- 34.3.7 The Customer may disclose the Confidential Information of the Supplier:
- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
 - (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 34.3.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Call Off Contract;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Call Off Contract; or
 - (f) to a proposed transferee, assignee or novatee of, or successor in title to the Customer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under Clause 34.3.

34.3.8 Nothing in Clause 34.3 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

34.3.9 In the event that the Supplier fails to comply with Clauses 34.3.2 to 34.3.5, the Customer reserves the right to terminate this Call Off Contract for material Default.

34.4 Transparency and Freedom of Information

- 34.4.1 The Parties acknowledge that
- (a) the Transparency Reports; and
 - (b) the content of this Call Off Contract, including any changes to this Call Off 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 Customer; and
- (ii) Commercially Sensitive Information;

(together the "Transparency Information") are not Confidential Information.

- 34.4.2 Notwithstanding any other provision of this Call Off Contract, the Supplier hereby gives its consent for the Customer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Customer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 34.4.3 The Supplier shall assist and co-operate with the Customer to enable the Customer to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Call Off Schedule 13 (Transparency Reports).
- 34.4.4 If the Customer believes that publication of any element of the Transparency Information would be contrary to the public interest, the Customer shall be entitled to exclude such information from publication. The Customer acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Customer acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.
- 34.4.5 The Customer shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Call Off Contract is being performed, having regard to the context of the wider commercial relationship with the Supplier.
- 34.4.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Customer on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Customer may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 34.3.7(c)) and Open Book Data) publish such Information. The Supplier shall provide to the Customer within 5 working days (or such other period as the Customer may reasonably specify) any such Information requested by the Customer.
- 34.4.7 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;
 - (b) transfer to the Customer all Requests for Information relating to this Call Off Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - (c) provide the Customer with a copy of all Information held on behalf of the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days (or

such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

- (d) not respond directly to a Request for Information addressed to the Customer unless authorised in writing to do so by the Customer.

34.4.8 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

34.5 Protection of Personal Data

34.5.1 Where any Personal Data is Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor. The only processing which the Customer has authorised the Supplier to do is set out in clause 34.5.2 below.

34.5.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Customer to perform its obligations under this Call Off Contract;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data, including the measures as are set out in Clauses 34.1 (Security Requirements) and 34.2 (Protection of Customer Data);
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Call Off Contract)
- (d) notify the Authority immediately if it:
 - (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Call Off Contract;
 - (v) 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

- (vi) becomes aware of a Data Loss Event.
- (e) provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to starting any processing. Such assistance may, at the Authority's discretion, include:
- (i) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- (f) in relation to any Personal Data processed in connection with its obligations under the Call Off Contract:
- (i) process that Personal Data only in accordance with Clause 34.5 of this Call Off Contract unless the Supplier is required to do otherwise by law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by law;
 - (ii) ensure that it has in place Protective Measures which have been approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures
- (g) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
- (i) are aware of and comply with the Supplier's duties under Clause Error! Reference source not found. and Clauses 34.1 (Security Requirements), 34.2 (Protection of Customer Data) and 34.3 (Confidentiality);
 - (ii) 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 Customer or as otherwise permitted by this Call Off Contract; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the Data Protection Legislation);
- (h) notify the Customer within five (5) Working Days if it receives:
- (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Customer's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or

- (iii) 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;
- (i) provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer) in relation to any complaint, communication or request made (as referred to at Clause Error! Reference source not found.), including by promptly providing:
 - (i) the Customer with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation and
 - (iii) the Customer, on request by the Customer, with any Personal Data it holds in relation to a Data Subject; and
- (j) if requested by the Customer, provide a written description of the measures that has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to Clause Error! Reference source not found. and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

34.5.3 The Supplier shall not Process or otherwise transfer any Personal Data in or to a Restricted Country. If, after the Call Off Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to any outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a Variation to the Customer which, if it is agreed by the Customer, shall be dealt with in accordance with the Variation Procedure and Clauses Error! Reference source not found. to Error! Reference source not found.;
- (b) the Supplier shall set out in its proposal to the Customer for a Variation details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with the Data Protection Laws including in accordance with GDPR Article 46 or LED Article 37);
- (c) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with then-current Customer, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of

practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and

- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
- (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Call Off Contract or a separate data processing agreement between the Parties; and
 - (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the Customer on such terms as may be required by the Customer; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Sub-Contractor relating to the relevant Personal Data transfer, and
 - (iii) in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.

34.5.4 Taking into account the nature of the processing, the Supplier shall provide the Customer with all reasonable assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made to the extent those obligations and any complaint, communication or request made is directly in connection with this Call Off Contract (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event; and
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office or any consultation by the Customer with the Information Commissioner's Office.

34.5.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

34.5.6 If the Customer has a genuine belief that the Supplier is in breach of its obligations under this clause, the Supplier shall subject to the Customer serving reasonable prior written notice allow for audits of its Data Processing activity directly in connection with this Call Off Contract by the Customer or the Customer's designated auditor and provided that the Customer or its designated auditor shall observe and comply with the

reasonable directions of the Supplier in relation to any access of the Supplier's premises and shall cause minimum disruption to the Suppliers ordinary business operations.

- 34.5.7 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 34.5.8 Before allowing any Sub-processor to process any Personal Data in connection with the Call Off Contract, the Supplier shall:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the Customer's approval;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in in this clause such that they apply to the Sub-processor; and
 - (d) provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.
- 34.5.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.
- 34.5.10 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause 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 Call Off Contract).
- 34.5.11 The Parties shall take account of any guidance published by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend the Call Off Contract to ensure that it complies with any guidance published by the Information Commissioner's Office.
- 34.5.12 The Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under the Data Protection Legislation and shall not perform its obligations under this Call Off Contract in such a way as to cause the Customer to breach any of the Customer's obligations under the Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

Description	Details	
Subject matter of the processing	Any Personal Data concerning the Customer's staff or the staff of other suppliers to the Customer will be collected to support the provision of the Supplier's obligations under this Call Off Contract.	
Duration of the processing	<p>Total duration of processing: For the term of this Call Off Contract.</p> <p>Retention of individual subject records: As specified in the Customer's Data Retention Policy.</p>	
Nature and purposes of the processing	Personal Data processed by the Supplier shall be that which is required for the purposes outlined in the table below:	
	Purpose	Description
	Contract and performance management	Ensure that the Supplier can discharge its contractual obligations and allow for the monitoring of its performance against contractual requirements.
Equality obligations	Act	Assist the Customer and the Supplier meet their obligations under the Equality Act 2010.

Type of Personal Data	The Supplier shall process the types of Personal Data described in the table below.	
Categories of Data Subject	The Supplier shall process Personal Data about the following categories of Data Subject:	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>At the end of the term of this Call Off Contract, any Personal Data to be retained in line with the Customer's Data Retention Policy shall be securely transferred to the Customer or other nominated party in accordance with any requirements provided to the Supplier from time to time.</p> <p>For Personal Data where the data retention period defined in the Customer's Data Retention Policy has expired, Personal Data shall be destroyed.</p>	
	Personal Data Category	Personal Data Types
	Customer personnel and the personnel of other Customer suppliers	Name Contact Details
	Category of Data Subject	Notes
	Customer personnel and the personnel of other Customer suppliers	Required to ensure the Supplier has the necessary contacts to be able to provide its obligations under this Call Off Contract.

35. PUBLICITY AND BRANDING

35.1 The Supplier shall not:

35.1.1 make any press announcements or publicise this Call Off Contract in any way; or

35.1.2 use the Customer's name or brand in any promotion or marketing or announcement of orders,

without Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).

35.2 Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Supplier Equipment) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

I. LIABILITY AND INSURANCE

36. LIABILITY

36.1 Unlimited Liability

36.1.1 Neither Party excludes or limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- (b) bribery or Fraud by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be excluded or limited by Law.

36.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in Clauses 33.9 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

36.2 Financial Limits

36.2.1 Subject to Clause 36.1 (Unlimited Liability), the Supplier's total aggregate liability:

- (a) in respect of all:
 - (i) Service Credits; and
 - (ii) Compensation for Critical Service Level Failure;
incurred in any rolling period of 12 Months shall be subject in aggregate to the Service Credit Cap;
- (b) in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:
 - (i) in relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year which for the avoidance of doubt shall also include the Mobilisation Period, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%) of the Estimated Year 1 Call Off Contract Charges;
 - (ii) in relation to any Defaults occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
 - (iii) in relation to any Defaults occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period,
unless the Customer has specified different financial limits in the Call Off Order Form.

36.2.2 Subject to Clauses 36.1 (Unlimited Liability) and 36.2 (Financial Limits) and without prejudice to its obligation to pay the undisputed Call Off Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all Losses as a result of Customer Causes shall be limited to:

- (a) in relation to any Customer Causes occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year for the avoidance of doubt this period is the first Call Off Contract year together with the Mobilisation Period, a sum equal to the Estimated Year 1 Call Off Contract Charges;
- (b) in relation to any Customer Causes occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and

- (c) in relation to any Customer Causes occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period.

36.3 Non-recoverable Losses

- 36.3.1 Subject to Clause 36.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:
 - (a) indirect, special or consequential Loss;
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

36.4 Recoverable Losses

- 36.4.1 Subject to Clause 36.2 (Financial Limits), and notwithstanding Clause 36.3 (Non-recoverable Losses), the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer to the extent that they arise as a result of a Default by the Supplier:
 - (a) any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional cost of procuring Replacement Services for the remainder of the Call Off Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Call Off Contract;
 - (d) any compensation or interest paid to a third party by the Customer; and
 - (e) any fine, penalty or costs incurred by the Customer pursuant to Law.

36.5 Miscellaneous

- 36.5.1 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Call Off Contract.
- 36.5.2 Any Deductions shall not be taken into consideration when calculating the Supplier's liability under Clause 36.2 (Financial Limits).
- 36.5.3 Subject to any rights of the Customer under this Call Off Contract (including in respect of an IPR Claim), any claims by a third party where an indemnity is sought by that third party from a Party to this Call Off Contract shall be dealt with in accordance with the provisions of Framework Schedule 20 (Conduct of Claims).

37. INSURANCE

- 37.1 This Clause 37 will only apply where specified in the Call Off Order Form or elsewhere in this Call Off Contract.
- 37.2 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 31 (Insurance) of the Framework Agreement, the Supplier shall effect and maintain such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Framework Agreement in respect of all risks which may be

incurred by the Supplier arising out of its performance of its obligations under this Call Off Contract.

- 37.3 Without limitation to the generality of Clause 37.2 the Supplier shall ensure that it maintains the policy or policies of insurance as stipulated in the Call Off Order Form.
- 37.4 The Supplier shall effect and maintain the policy or policies of insurance referred to in Clause 37 for six (6) years after the Call Off Expiry Date.
- 37.5 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in Clause 37 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 37.6 If, for whatever reason, the Supplier fails to give effect to and maintain the insurance policies required under Clause 37 the Customer may make alternative arrangements to protect its interests and may recover the premium and other costs of such arrangements as a debt due from the Supplier.
- 37.7 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Call Off Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Call Off Contract.
- 37.8 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 Customer (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.

J. REMEDIES AND RELIEF

38. CUSTOMER REMEDIES FOR DEFAULT

38.1 Remedies

- 38.1.1 Without prejudice to any other right or remedy of the Customer howsoever arising (including under Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 13.6 (Service Levels and Service Credits) and Error! Reference source not found. (Delay Payments), if the Supplier commits any Default of this Call Off Contract then the Customer may (whether or not any part of the Services have been Delivered) do any of the following:
- (a) at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Call Off Contract are fulfilled, in accordance with the Customer's instructions;
 - (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Call Off Contract;
 - (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and

regardless of whether such Defaults are remedied - which taken together constitute a material Default):

- (i) instruct the Supplier to comply with the Rectification Plan Process;
- (ii) suspend this Call Off Contract (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services; and
- (iii) without terminating or suspending the whole of this Call Off Contract, terminate or suspend this Call Off Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services;

38.1.2 Where the Customer exercises any of its step-in rights under Clauses 38.1.1(c)(ii) or 38.1.1(c)(iii), the Customer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

38.2 Rectification Plan Process

38.2.1 Where the Customer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 38.1.1(c)(i):

- (a) the Supplier shall submit a draft Rectification Plan to the Customer for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of Customer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Customer's request for a draft Rectification Plan.
- (b) the draft Rectification Plan shall set out:
 - (i) full details of the Default that has occurred, including a cause analysis;
 - (ii) the actual or anticipated effect of the Default; and
 - (iii) 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).

38.2.2 The Supplier shall promptly provide to the Customer any further documentation that the Customer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 5 of this Call Off Schedule 11 (Dispute Resolution Procedure).

38.2.3 The Customer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;

- (c) will not prevent reoccurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to the Customer.

38.2.4 The Customer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Customer rejects the draft Rectification Plan, the Customer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

38.2.5 If the Customer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

39. SUPPLIER RELIEF DUE TO CUSTOMER CAUSE

39.1 If the Supplier has failed to:

39.1.1 Achieve a Milestone by its Milestone Date;

39.1.2 provide the Services in accordance with the Service Levels;

39.1.3 comply with its obligations under this Call Off Contract, (each a "Supplier Non-Performance"), and can demonstrate that the Supplier Non-Performance would not have occurred but for a Customer Cause, then (subject to the Supplier fulfilling its obligations in Clause 17 (Supplier Notification of Customer Cause)):

- (a) the Supplier shall not be treated as being in breach of this Call Off Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Customer Cause;
- (b) the Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause);
- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Customer Cause;
 - (ii) if the Customer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Customer Cause;
 - (iii) if failure to Achieve a Milestone attracts a Delay Payment, the Supplier shall have no liability to pay any such Delay Payment associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Customer Cause; and/or
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
 - (i) the Supplier shall not be liable to accrue Service Credits;
 - (ii) the Customer shall not be entitled to any Compensation for Service Level Failure pursuant to Clause Error! Reference source not found. (Critical Service Level Failure); and

- (iii) the Supplier shall be entitled to invoice for the Call Off Contract Charges for the provision of the relevant Services affected by the Customer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Customer Cause.

39.2 In order to claim any of the rights and/or relief referred to in Clause 39.1, the Supplier shall:

39.2.1 comply with its obligations under Clause 17 (Notification of Customer Cause); and

39.2.2 within ten (10) Working Days of becoming aware that a Customer Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Customer notice (a "Relief Notice") setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Customer Cause and its effect on the Supplier's ability to meet its obligations under this Call Off Contract; and
- (c) the relief claimed by the Supplier.

39.3 Following the receipt of a Relief Notice, the Customer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Customer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Customer Cause and its entitlement to relief, consulting with the Supplier where necessary.

39.4 Without prejudice to Clauses 8.6 (Continuing obligation to provide the Services), if a Dispute arises as to:

39.4.1 whether a Supplier Non-Performance would not have occurred but for a Customer Cause; and/or

39.4.2 the nature and/or extent of the relief claimed by the Supplier, either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

39.5 Any Variation that is required to the Implementation Plan or to the Call Off Contract Charges pursuant to Clause 39 shall be implemented in accordance with the Variation Procedure.

40. FORCE MAJEURE

40.1 Subject to the remainder of Clause 40 (and, in relation to the Supplier, subject to its compliance with any obligations in Clause 14 (Business Continuity and Disaster Recovery)), a Party may claim relief under Clause 40 from liability for failure to meet its obligations under this Call Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Call Off Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

40.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

40.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under Clause 40 to the extent that consequences of the relevant Force Majeure Event:

- 40.3.1 are capable of being mitigated by any of the provision of any Services, including any BCDR Services, but the Supplier has failed to do so; and/or
- 40.3.2 should have been foreseen and prevented or avoided by a prudent provider of Services similar to the Services, operating to the standards required by this Call Off Contract.
- 40.4 Subject to Clause 40.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 40.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 40.6 Where, as a result of a Force Majeure Event:
- 40.6.1 an Affected Party fails to perform its obligations in accordance with this Call Off Contract, then during the continuance of the Force Majeure Event:
- (a) the other Party shall not be entitled to exercise any rights to terminate this Call Off Contract in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and
 - (b) the Supplier shall not be liable for any Default and the Customer shall not be liable for any Customer Cause arising as a result of such failure;
- 40.6.2 the Supplier fails to perform its obligations in accordance with this Call Off Contract:
- (a) the Customer shall not be entitled:
 - (i) during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 38.1.1(b) and 38.1.1(c) (Customer Remedies for Default) as a result of such failure;
 - (ii) to receive Delay Payments pursuant to Clause Error! Reference source not found. (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
 - (iii) to receive Service Credits or withhold and retain any of the Call Off Contract Charges as Compensation for Service Level Failure pursuant to Clause Error! Reference source not found. (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and
 - (b) the Supplier shall be entitled to receive payment of the Call Off Contract Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be provided in accordance with the terms of this Call Off Contract during the occurrence of the Force Majeure Event.
- 40.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract.
- 40.8 Relief from liability for the Affected Party under Clause 40 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations

under this Call Off Contract and shall not be dependent on the serving of notice under Clause 40.7.

K. TERMINATION AND EXIT MANAGEMENT

41. CUSTOMER TERMINATION RIGHTS

41.1 Termination in Relation to Call Off Guarantee

41.1.1 Where this Call Off Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 4 (Call Off Guarantee), the Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or
- (e) the Supplier fails to provide the documentation required by Clause 4.1 by the date so specified by the Customer.

41.2 Termination on Material Default

41.2.1 The Customer may terminate this Call Off Contract for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure;
- (b) the representation and warranty given by the Supplier pursuant to Clause 3.2.6 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable;
- (c) as a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% (unless stated differently in the Call Off Order Form) of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clauses 36.2.1(a) and 36.2.1(b) (Liability);
- (d) the Customer expressly reserves the right to terminate this Call Off Contract for material Default, including pursuant to any of the following Clauses: 6.2.3 (Implementation Plan), 8.4.2 (Services), Error! Reference source not found. (Critical Service Level Failure), 16.4 (Disruption), 21.5 (Records, Audit Access and Open Book Data), 24 (Promoting Tax Compliance), 34.3.9 (Confidentiality), 50.6.2 (Prevention of Fraud and Bribery), Paragraph 1.2.4 of the Annex to Part A and Paragraph 1.2.4 of the Annex to Part B of Call Off Schedule 10 (Staff Transfer);
- (e) the Supplier commits any material Default of this Call Off Contract which is not, in the reasonable opinion of the Customer, capable of remedy; and/or
- (f) the Supplier commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer in accordance with the Rectification Plan Process.

41.2.2 For the purpose of Clause 41.2.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

41.3 Termination in Relation to Financial Standing

41.3.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Services under this Call Off Contract; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Call Off Contract.

41.4 Termination on Insolvency

41.4.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

41.5 Termination on Change of Control

41.5.1 The Supplier shall notify the Customer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

41.5.2 The Supplier shall ensure that any notification made pursuant to Clause 41.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

41.5.3 The Customer may terminate this Call Off Contract by issuing a Termination Notice under Clause 41.5 to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

41.6 Termination for breach of Regulations

41.6.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

41.7 Termination Without Cause

41.7.1 The Customer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in the Call Off Order Form).

41.8 Termination in Relation to Framework Agreement

41.8.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

41.9 Termination in Relation to Benchmarking

41.9.1 The Customer may terminate this Call Off 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 1 and 2 of Framework Schedule 12 (Continuous Improvement and Benchmarking).

41.10 Termination in Relation to Variation

41.10.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier to implement a Variation in accordance with the Variation Procedure.

42. SUPPLIER TERMINATION RIGHTS

42.1 Termination on Customer Cause for Failure to Pay

42.1.1 The Supplier may, by issuing a Termination Notice to the Customer, terminate this Call Off Contract if the Customer fails to pay an undisputed sum due to the Supplier under this Call Off Contract which in aggregate exceeds an amount equal to one month's average Call Off Contract Charges (unless a different amount has been specified in the Call Off Order Form), for the purposes of this Clause 42.1.1 (the "Undisputed Sums Limit"), and the said undisputed sum due remains outstanding for forty (40) Working Days (the "Undisputed Sums Time Period") after the receipt by the Customer of a written notice of non-payment from the Supplier specifying:

- (a) the Customer's failure to pay;
- (b) the correct overdue and undisputed sum;
- (c) the reasons why the undisputed sum is due;
- (d) the requirement on the Customer to remedy the failure to pay; and
- (e) this Call Off Contract shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under this Call Off Contract including Clause Error! Reference source not found. (Retention and Set off).

42.1.2 The Supplier shall not suspend the supply of the Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).

43. TERMINATION BY EITHER PARTY

43.1 Termination for continuing Force Majeure Event

43.1.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Call Off Contract in accordance with Clause 40.6.1(a) (Force Majeure).

44. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

44.1 Where the Customer has the right to terminate this Call Off Contract, the Customer shall be entitled to terminate or suspend all or part of this Call Off Contract provided always that, if the Customer elects to terminate or suspend this Call Off Contract in part, the parts of this Call Off Contract not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Call Off Contract.

- 44.2 Any suspension of this Call Off Contract under Clause 44.1 shall be for such period as the Customer may specify and without prejudice to any right of termination, which has already accrued, or subsequently accrues, to the Customer.
- 44.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the Variation Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Call Off Contract Charges, provided that the Supplier shall not be entitled to:
- 44.3.1 an increase in the Call Off Contract Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and/or
- 44.3.2 reject the Variation.

45. CONSEQUENCES OF EXPIRY OR TERMINATION

- 45.1 Consequences of termination under Clauses 41.1 (Termination in Relation to Guarantee), 41.2 (Termination on Material Default), 41.3 (Termination in Relation to Financial Standing), 41.8 (Termination in Relation to Framework Agreement), 41.9 (Termination in Relation to Benchmarking) and 41.10 (Termination in Relation to Variation)

- 45.1.1 Where the Customer:

(a) terminates (in whole or in part) this Call Off Contract under any of the Clauses referred to in Clause 45.1; and

(b) then makes other arrangements for the supply of the Services,

the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Call Off Contract Period provided that Customer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

- 45.2 Consequences of termination under Clauses 41.7 (Termination without Cause) and 42.1 (Termination on Customer Cause for Failure to Pay)

- 45.2.1 Where:

(a) the Customer terminates (in whole or in part) this Call Off Contract under Clause 41.7 (Termination without Cause); or

(b) the Supplier terminates this Call Off Contract pursuant to Clause 42.1 (Termination on Customer Cause for Failure to Pay),

the Customer shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier as a result of termination under Clause 41.7 (Termination without Cause).

- 45.2.2 The Customer shall not be liable under Clause 45.2.1 to pay any sum which:

- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) when added to any sums paid or due to the Supplier under this Call Off Contract, exceeds the total sum that would have been payable to the Supplier if this Call Off Contract had not been terminated.

45.3 Consequences of termination under Clause 43.1 (Termination for Continuing Force Majeure Event)

45.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Call Off Contract for a continuing Force Majeure Event pursuant to Clause 43.1 (Termination for Continuing Force Majeure Event).

45.4 Consequences of Termination for Any Reason

45.4.1 Save as otherwise expressly provided in this Call Off Contract:

- (a) termination or expiry of this Call Off Contract shall be without prejudice to any rights, remedies or obligations accrued under this Call Off Contract prior to termination or expiration and nothing in this Call Off Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- (b) termination of this Call Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 21 (Records, Audit Access & Open Book Data), 33 (Intellectual Property Rights), 34.3 (Confidentiality), 34.4 (Transparency and Freedom of Information) 34.5 (Protection of Personal Data), 36 (Liability), 45 (Consequences of Expiry or Termination), 51 (Severance), 53 (Entire Agreement), 54 (Third Party Rights) 56 (Dispute Resolution) and 57 (Governing Law and Jurisdiction), and the provisions of Call Off Schedule 1 (Definitions), Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), Call Off Schedule 9 (Exit Management), Call Off Schedule 10 (Staff Transfer), Call Off Schedule 11 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Call Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Call Off Expiry Date.

45.5 Exit management

45.5.1 The Parties shall comply with the exit management provisions set out in Call Off Schedule 9 (Exit Management).

L. MISCELLANEOUS AND GOVERNING LAW

46. COMPLIANCE

46.1 Health and Safety

46.1.1 The Supplier shall perform its obligations under this Call Off Contract (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Customer's health and safety policy (as provided to the Supplier from time to time) whilst at the Customer Premises.

46.1.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it

becomes aware and which relate to or arise in connection with the performance of this Call Off Contract

- 46.1.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.

46.2 Equality and Diversity

46.2.1 The Supplier shall:

- (a) perform its obligations under this Call Off Contract (including those in relation to provision of the Services) in accordance with:
 - (i) all applicable equality Law, including, where appropriate, the Public Sector Equality Duty (PSED) ; and
 - (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
- (b) take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- (c) Support the Contracting Authority in delivering a public estate, and associated services, which supports diversity and inclusion in line with the Equality Act, the Public Sector Equality Duty and any diversity and inclusion policy or strategy held by the Contracting Authority Government Property Unit, Homes and Communities Regulatory Framework, Government Property Agency, (GPA) (GPU) wide Civil Estate Coordination Issues and GPU advice and guidance or other Policy which the Customer may advise.

46.3 Modern Slavery and Labour Standards

- 46.3.1 Comply, and procure and ensure that it's named Subcontractors comply with, the ILO Core Conventions and the requirements of the Modern Slavery Act where applicable.

46.4 Energy Efficiency Directive

- 46.4.1 In line with the requirements of Article 6 of the Energy Efficiency Directive Article 2012/27/EU (the EED) Central Government shall purchase only products, services and buildings with high- energy efficient performance.
- 46.4.2 Article 5 of the EED obliges public buildings to fulfil an exemplary role in energy efficiency.
- 46.4.3 The Supplier shall ensure that they take all appropriate action, in association with the delivery of the Service, to ensure the Customer complies with their obligations in association with Articles 5 and 6 of the EED.

46.5 Official Secrets Act and Finance Act

- 46.5.1 The Supplier shall comply with the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

46.6 Environmental Requirements

- 46.6.1 The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.
- 46.6.2 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

47. ASSIGNMENT AND NOVATION

- 47.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Contract or any part of it without Approval.
- 47.2 The Customer may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Call Off Contract or any part thereof to:
 - 47.2.1 any other Contracting Authority; or
 - 47.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
 - 47.2.3 any private sector body which substantially performs the functions of the Customer, and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 47.2.
- 47.3 A change in the legal status of the Customer shall not, subject to Clause 47.4 affect the validity of this Call Off Contract and this Call Off Contract shall be binding on any successor body to the Customer.
- 47.4 If the Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Call Off Contract to a private sector body in accordance with Clause 47.2.3 (the "Transferee" in the rest of this Clause 47.4) the right of termination of the Customer in Clause 41.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if the references to Supplier in Clause 41.4 (Termination on Insolvency) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee).

48. WAIVER AND CUMULATIVE REMEDIES

- 48.1 The rights and remedies under this Call Off Contract may be waived only by notice in accordance with Clause 55 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Call Off Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.
- 48.2 Unless otherwise provided in this Call Off Contract, rights and remedies under this Call Off Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

49. RELATIONSHIP OF THE PARTIES

- 49.1 Except as expressly provided otherwise in this Call Off Contract, nothing in this Call Off Contract, nor any actions taken by the Parties pursuant to this Call Off Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

50. PREVENTION OF FRAUD AND BRIBERY

- 50.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:
- 50.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 50.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 50.2 The Supplier shall not during the Call Off Contract Period:
- 50.2.1 commit a Prohibited Act; and/or
 - 50.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 50.3 The Supplier shall during the Call Off Contract Period:
- 50.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 50.3.2 keep appropriate records of its compliance with its obligations under Clause 50.3.1 and make such records available to the Customer on request;
 - 50.3.3 if so required by the Customer, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with this Call Off Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
 - 50.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 50.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 50.1, or has reason to believe that it has or any of the Supplier Personnel have:
- 50.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 50.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 50.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this Call Off Contract has committed or attempted to commit a Prohibited Act.
- 50.5 If the Supplier makes a notification to the Customer pursuant to Clause 50.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Records, Audit Access and Open Book Data).

50.6 If the Supplier breaches Clause 50.3, the Customer may by notice:

50.6.1 require the Supplier to remove from performance of this Call Off Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

50.6.2 immediately terminate this Call Off Contract for material Default.

50.7 Any notice served by the Customer under Clause 50.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Call Off Contract shall terminate).

51. SEVERANCE

51.1 If any provision of this Call Off Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Call Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Call Off Contract shall not be affected.

51.2 In the event that any deemed deletion under Clause 51.1 is so fundamental as to prevent the accomplishment of the purpose of this Call Off Contract or materially alters the balance of risks and rewards in this Call Off Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Call Off Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Call Off Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

51.3 If the Parties are unable to resolve the Dispute arising under Clause 51 within twenty (20) Working Days of the date of the notice given pursuant to Clause 51.2, this Call Off Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Call Off Contract is terminated pursuant to Clause 51.

52. FURTHER ASSURANCES

52.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Call Off Contract.

53. ENTIRE AGREEMENT

53.1 This Call Off Contract and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

53.2 Neither Party has been given, nor entered into this Call Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call Off Contract.

53.3 Nothing in Clause 53 shall exclude any liability in respect of misrepresentations made fraudulently.

54. THIRD PARTY RIGHTS

54.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs 1.4, 2.3 and 2.8 of Part D of Call Off Schedule 10 (Staff Transfer) and the provisions of paragraph 9.9 of Call Off Schedule 9 (Exit

Management) (together "Third Party Provisions") confer benefits on persons named in such provisions other than the Parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

- 54.2 Subject to Clause 54.1, a person who is not a Party to this Call Off Contract has no right under the CTRPA 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.
- 54.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.
- 54.4 Any amendments or modifications to this Call Off Contract may be made, and any rights created under Clause 54.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

55. NOTICES

- 55.1 Except as otherwise expressly provided within this Call Off Contract, any notices sent under this Call Off Contract must be in writing. For the purpose of Clause 55, an e-mail is accepted as being "in writing".
- 55.2 Subject to Clause 55.3, the following table sets out the method by which notices may be served under this Call Off Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 55.3 and 55.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

- 55.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 55.2:
 - 55.3.1 any Termination Notice (Clause 41 (Customer Termination Rights));

55.3.2 any notice in respect of:

- (a) partial termination, suspension or partial suspension (Clause 44 (Partial Termination, Suspension and Partial Suspension));
- (b) waiver (Clause 48 (Waiver and Cumulative Remedies)); and
- (c) Default or Customer Cause; and

55.3.3 any Dispute Notice.

55.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 55.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 55.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

55.5 Clause 55 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

55.6 For the purposes of Clause 55, the address and email address of each Party shall be as specified in the Call Off Order Form.

56. DISPUTE RESOLUTION

56.1 The Parties shall resolve Disputes arising out of or in connection with this Call Off Contract in accordance with the Dispute Resolution Procedure.

56.2 The Supplier shall continue to provide the Services in accordance with the terms of this Call Off Contract until a Dispute has been resolved.

57. GOVERNING LAW AND JURISDICTION

57.1 This Call Off Contract and any issues, Disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

57.2 Subject to Clause 56 (Dispute Resolution) and Call Off Schedule 12 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales (unless stated differently in the Call Off Order Form) shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call Off Contract or its subject matter or formation.

58. CONFLICTS OF INTEREST

58.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Contracting Authority) there is an actual or potential Conflict of Interest.

58.2 The Supplier shall promptly notify and provide full particulars to the Contracting Authority if such a Conflict of Interest referred to in Clause 58.1 arises or may reasonably be foreseen as arising. The Supplier shall promptly notify the Contracting Authority and provide the Contracting Authority with the details of such a Conflict of Interest and a description of the steps it shall take, if any, to remedy such Conflict of Interest.

- 58.3 The Contracting Authority shall consider the information provided by the Supplier and promptly notify the Supplier that it:
- 58.3.1 is satisfied that the steps proposed by the Supplier are sufficient to remedy the Conflict of Interest;
 - 58.3.2 requires the Supplier to comply with the Contracting Authority's reasonable instructions to remedy the Conflict of Interest; or
 - 58.3.3 is not satisfied that the Conflict of Interest can be remedied.
- 58.4 The Supplier shall follow any reasonable instructions of the Contracting Authority to mitigate the actual or potential Conflict of Interest.
- 58.5 The Authority reserves the right to terminate this Call Off Contract immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Contracting Authority;
- 58.5.1 there is, or may be, a Conflict of Interest in the circumstances under clause 41.2.1 of the Framework Agreement;
 - 58.5.2 the Supplier is unable to remedy the actual or potential Conflict of Interest; or
 - 58.5.3 the Supplier fails to comply with any reasonable instructions of the Contracting Authority to address a Conflict of Interest.
- 58.6 The action of the Contracting Authority pursuant to Clause 58.5 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Contracting Authority.

CALL OFF SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1 (Definitions and Interpretation) of this Call Off Contract including its recitals the following expressions shall have the following meanings:

"Achieve"	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;
"Acquired Rights Directive"	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Additional Clauses"	means the additional Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other additional Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Alternative Clauses"	means the alternative Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other alternative Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Approved Sub-licensee"	means any of the following: <ol style="list-style-type: none">a) a Central Government Body;b) any third party providing Services to a Central Government Body; and/orc) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer;
"Auditor"	means: <ol style="list-style-type: none">a) the Customer's internal and external auditors;b) the Customer's statutory or regulatory auditors;c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;

- d) HM Treasury or the Cabinet Office;
- e) any party formally appointed by the Customer to carry out audit or similar review functions; and
- f) successors or assigns of any of the above;

"Authority"	means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"BACS"	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"BCDR Services"	means the Business Continuity Services and Disaster Recovery Services;
"BCDR Plan"	means the plan prepared pursuant to paragraph 2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery), as may be amended from time to time;
"Business Continuity Services"	has the meaning given to it in paragraph 4.2.2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery);
"Call Off Commencement Date"	means the date of commencement of this Call Off Contract set out in the Call Off Order Form;
"Call Off Contract"	means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
"Call Off Contract Charges"	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract, as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Call Off Contract less any Deductions;
"Call Off Contract Period"	means the term of this Call Off Contract from the Call Off Contract Commencement Date until the Call Off Expiry Date;
"Call Off Contract Year"	means a consecutive period of twelve (12) Months commencing on the Services Commencement Date or each anniversary thereof;
"Call Off Expiry Date"	means: <ul style="list-style-type: none"> (a) the end date of the Call Off Initial Period or any Call Off Extension Period; or (b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;

"Call Off Extension Period"	means such period or periods up to a maximum of the number of years in total as may be specified by the Customer, pursuant to Clause 5.5 and in the Call Off Order Form;
"Call Off Guarantee"	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 4 (Call Off Guarantee);
"Call Off Guarantor"	means the person acceptable to the Customer to give a Call Off Guarantee;
"Call Off Initial Period"	means the initial term of this Call Off Contract from the Services Commencement Date to the end date of the initial term stated in the Call Off Order Form;
"Call Off Order Form"	means the order form applicable to and set out in Part 1 of this Call Off Contract;
"Call Off Procedure"	means the process for awarding a call off contract pursuant to Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure);
"Call Off Schedule"	means a schedule to this Call Off Contract;
"Call Off Tender"	means the tender submitted by the Supplier in response to the Customer's Statement of Requirements following a Further Competition Procedure and set out at Call Off Schedule 15 (Call Off Tender);
"Call Off Terms"	means the terms applicable to and set out in Part 2 of this Call Off Contract;
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change of Control"	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	means the charges raised under or in connection with this Call Off Contract from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to the Call Off Contract, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);

"Commercially Sensitive Information"	means the commercially sensitive information listed in the Call Off Order Form -
"Comparable Supply"	means the supply of Services to another customer of the Supplier that are the same or similar to the Services;
"Compensation for Critical Service Level Failure"	has the meaning given to it in Clause Error! Reference source not found. (Critical Service Level Failure);
"Competitor"	means any organisation which is a party to any framework agreement identified in paragraph 6.1.1 of Framework Schedule 2 (Services and Key Performance Indicators);
"Confidential Information"	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
"Conflict of Interest"	shall mean where any of the following situations exist: <ul style="list-style-type: none"> a) the pecuniary or personal interests of the Supplier or the Supplier Personnel conflict with the duties owed to the Contracting Authority under the provisions of this Call Off Contract; b) a situation arises, or may arise, pursuant to regulations 24(2) and (3) of the Regulations; c) the Supplier shall, or may, be placed in a commercially advantageous position over its Competitors as a result of the participation by the Supplier, or any member of the Supplier's Group of Companies, on a framework agreement identified in paragraph 6.1.1 of Framework Schedule 2 (Services and Key Performance Indicators);
"Continuous Improvement Plan"	means a plan for improving the provision of the Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contracting Authority"	means the Authority, the Customer and any other bodies listed in the OJEU Notice;
"Control"	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on

a 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;

"Costs"

the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:

- a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:
 - i) base salary paid to the Supplier Personnel;
 - ii) employer's national insurance contributions;
 - iii) pension contributions;
 - iv) car allowances;
 - v) any other contractual employment benefits;
 - vi) staff training;
 - vii) work place accommodation;
 - viii) work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and
 - ix) reasonable recruitment costs, as agreed with the Customer;
- b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and 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 Customer 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;
- 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 Services;
- d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order Form and are incurred in delivering any Services where the Call Off Contract Charges for those Services are to be calculated on a Fixed Price or Firm Price pricing mechanism (as set out in Framework Schedule 3 (Framework Prices and Charging Structure));

but excluding:

- a) Overhead;
- b) financing or similar costs;

- c) maintenance and support costs to the extent that these relate to maintenance and/or support Services provided beyond the Call Off Contract Period whether in relation to Supplier Assets or otherwise;
- d) taxation;
- e) fines and penalties;
- f) amounts payable under Clause 25 (Benchmarking); and
- g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"Crown"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown Body"	means any department, office or executive agency of the Crown;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Customer"	means the customer(s) identified in the Call Off Order Form;
"Customer Assets"	means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Services;
"Customer Background IPR"	means: <ul style="list-style-type: none"> a) IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, software, processes and procedures; b) IPRs created by the Customer independently of this Call Off Contract; and/or c) Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract;
"Customer Cause"	means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Customer is liable to the Supplier;
"Customer Data"	means: <ul style="list-style-type: none"> a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical

or tangible media, including any Customer's Confidential Information, and which:

- i) are supplied to the Supplier by or on behalf of the Customer; or
 - ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or
- b) any Personal Data for which the Customer is the Data Controller;

"Customer Premises"	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services (or any of them);
"Customer Property"	means the property, other than real property and IPR, including any equipment issued or made available to the Supplier by the Customer in connection with this Call Off Contract;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to this Call Off Contract;
"Customer Responsibilities"	means the responsibilities of the Customer set out in Call Off Schedule 4 (Implementation Plan) and any other responsibilities of the Customer in the Call Off Order Form or agreed in writing between the Parties from time to time in connection with this Call Off Contract;
"Customer's Confidential Information"	means: <ul style="list-style-type: none">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 Customer (including all Customer Background IPR and Project Specific IPR);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 Customer's attention or into the Customer's possession in connection with this Call Off Contract; andc) information derived from any of the above;
"Data Loss Event"	means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data.

"Data Protection Impact Assessment"	means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation" or "DPA"	<ul style="list-style-type: none"> (a) means the GDPR, the LED and applicable implementing laws; (b) the DPA 2018 (subject to Royal Assent) to the extent that it relates to the processing of Personal Data and privacy; (c) all applicable laws relating to the processing of Personal Data and privacy.
"Data Protection Officer".	means as it is defined in the GDPR
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.;
"Deductions"	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
"Default"	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
"Delay"	<p>means:</p> <ul style="list-style-type: none"> 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;
"Delay Payments"	means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Delay Period Limit"	shall be the number of days specified in Call Off Schedule 4 (Implementation Plan) for the purposes of Clause Error! Reference source not found.;
"Deliverable"	means an item or feature in the supply of the Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan (if any) or at

	any other stage during the performance of this Call Off Contract;
"Delivery"	means delivery in accordance with the terms of this Call Off Contract as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Call Off Order Form (for the purposes of this definition the "Disaster Period");
"Disaster Recovery Services"	means the Services embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 8 (Business Continuity and Disaster Recovery);
"Disclosing Party"	means a Party which discloses or makes available directly or indirectly its Confidential Information to the Recipient;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Call Off Schedule 11 (Dispute Resolution Procedure);
"Documentation"	means descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) as: <ul style="list-style-type: none"> a) is required to be supplied by the Supplier to the Customer under this Call Off Contract; b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; c) is required by the Supplier in order to provide the Services; and/or

- d) has been or shall be generated for the purpose of providing the Services;

"DOTAS"

means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

"DPA 2018"

means the Data Protection Act 2018

"Due Diligence Information"

means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date;

"Employee Liabilities"

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

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- 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 debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- f) claims whether in tort, contract or statute or otherwise;

	g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Employment Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
"Environmental Policy"	means a policy to promote sustainable production and consumption and minimise harm to health and the environment, including any written environmental policy of the Customer;
"Environmental Information Regulations or EIRs"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"Estimated Year 1 Call Off Contract Charges"	means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Services Commencement Date until the end of the first Call Off Contract Year stipulated in the Call Off Order Form;
"Exit Plan"	means the exit plan described in paragraph 5 of Call Off Schedule 9 (Exit Management);
"Expedited Dispute Timetable"	means the timetable set out in paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure);
"FOIA"	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure"	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from: <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Call Off Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of the Crown, local government or Regulatory Bodies; d) fire, flood or any disaster; and

- e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and
 - ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
 - iii) any failure of delay caused by a lack of funds;

"Force Majeure Notice"	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier"	means a supplier supplying the Services to the Customer 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 sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"Framework Agreement"	means the framework agreement between the Authority and the Supplier referred to in the Call Off Order Form;
"Framework Commencement Date"	means insert date 22/08/2017;
"Framework Period"	means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;
"Framework Price(s)"	means the price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Framework Schedule"	means a schedule to the Framework Agreement;
"Fraud"	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679).
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Procurement Card"	means the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card-2 ;
"Group of Companies"	shall have the meaning given to it in section 42(1) of the Landlord and Tenant Act 1954;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	means Her Majesty's Revenue and Customs;
"Holding Company"	has the meaning given to it in section 1159 of the Companies Act 2006;
"ICT Policy"	means the Customer's policy in respect of information and communications technology, referred to in the Call Off Order Form, which is in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	has the meaning given to it in Clause 22.1.3 (Variation Procedure);
"Implementation Plan"	means the plan set out in the Call Off Schedule 4 and other documents in Call Off Schedule 4 (Implementation Plan);
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
"Insolvency Event"	means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable): <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other

composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Intellectual Property Rights" or "IPR"

means

- 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, designs, Know-How, trade secrets and other rights in Confidential Information;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

	c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer (including any claims arising from the publication of the Project Specific IPRs as Open Source) in the fulfilment of its obligations under this Call Off Contract;
"Key Performance Indicators" or "KPIs"	means the performance measurements and targets in respect of the Supplier's performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators);
"Key Personnel"	means the individuals (if any) identified as such in the Call Off Order Form;
"Key Role(s) "	has the meaning given to it in Clause 26.1 (Key Personnel);
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"Key Sub-Contractor"	means any Sub-Contractor: <ul style="list-style-type: none"> a) listed in Framework Schedule 7 (Key Sub-Contractors); b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Call Off Contract Charges forecast to be payable under this Call Off Contract;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Call Off Commencement Date;
"Law"	means any: <ul style="list-style-type: none"> a) law; b) subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; c) bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972; d) regulation; e) order; f) regulatory policy;

- e) mandatory guidance or code of practice;
- f) judgment of a relevant court of law;
- e) directives or requirements with which the Supplier is bound to comply; or
- g) any of the above (a) to (e) which are comparable in any jurisdiction not referred to in Clause 57 (Governing Law and Jurisdiction);

"Law Enforcement Purposes"	means as it is defined in DPA 2018.
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680).
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	means the hours spent by the Supplier Personnel properly working on the provision of the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Milestone"	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;
"Milestone Date"	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	means 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;
"Mobilisation Period"	means the period between the Call Off Commencement Date and the Services Commencement Date
"Mobilisation Services"	Means Mobilisation Services requirements which the Supplier is required to deliver as contained and detailed in the Implementation Plan (documents in Call Off Schedule 4) as amended by the Parties from time to time or as amended with the written consent of the Customer.
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;

"Occasion of Tax Non-Compliance"

means:

- a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- 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 Call Off Commencement Date or to a civil penalty for fraud or evasion;

"Open Book Data "

means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:

- 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 Services;
- b) operating expenditure relating to the provision of the Services including an analysis showing:
 - i) the unit costs and quantity of consumables and bought-in Services;
 - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and
 - iv) Reimbursable Expenses, if allowed under the Call Off Order Form;
- c) Overheads;

- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- e) the Supplier Profit achieved over the Call Off Contract Period and on an annual basis;
- f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- h) the actual Costs profile for each Service Period.

"Open Source"	means computer software, computer program, and any other material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open source licence;
"Open Standards"	means the open standards principles as described by Government and further detailed at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles (as may be updated from time to time);
"Order"	means the order for the provision of the Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;
"Other Supplier"	means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor'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 Personnel and accordingly included within limb (a) of the definition of "Costs";
"Parent Company"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning

	ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Party"	means the Customer or the Supplier and "Parties" shall mean both of them;
"Performance Monitoring System"	has the meaning given to it in paragraph 1.1.2 in Part B of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Performance Monitoring Reports"	has the meaning given to it in paragraph Error! Reference source not found. of Part B of Schedule 6 (Service Level, Service Credits and Performance Monitoring);
"Personal Data"	means as it is defined in the GDPR;
"Personal Data Breach"	means as it is defined in the GDPR
"Processor"	means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted.
"Prohibited Act"	means any of the following: <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; c) committing any offence:

- i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
- ii) under legislation or common law concerning fraudulent acts; or
- iii) defrauding, attempting to defraud or conspiring to defraud a Contracting Authority or other public body; or
- iv) 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.

"Project Specific IPR"	<p>means:</p> <ul style="list-style-type: none"> a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same; <p>but shall not include the Supplier Background IPR;</p>
"Project Specific IPR Items"	means the items in which the Project Specific IPRs subsist;
"Recipient"	mean the Party which receives or obtains directly or indirectly Confidential Information from the Disclosing Party;);
"Rectification Plan"	means the rectification plan pursuant to the Rectification Plan Process;
"Rectification Plan Process"	means the process set out in Clause 38.2 (Rectification Plan Process);
"Registers"	has the meaning given to in Call Off Schedule 9 (Exit Management);
"Regulations"	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
"Regulator Correspondence"	means any correspondence from the Information Commissioner's Office, or any successor body, in relation to the processing of Personal Data under the Contract.
"Reimbursable Expenses"	has the meaning given to it in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Related Supplier"	means any person who provides Services to the Customer which are related to the Services from time to time;

"Relevant Conviction"	means a Conviction that is relevant to the nature of the Services to be provided or as specified in the Call Off Order Form;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"	has the meaning given to it in Clause 39.2.2 (Supplier Relief Due to Customer Cause);
"Replacement Services"	means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
"Replacement Sub-Contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"	means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;
"Request for Information"	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
"Restricted Countries"	means a country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC;
"Satisfaction Certificate"	means the certificate materially in the form of the document contained in Call Off Schedule 5 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;
"Security Management Plan"	means the Supplier's security management plan prepared pursuant to paragraph 8 of Call Off Schedule 7 (Security) a draft of which has been provided by the Supplier to the

	Customer in accordance with paragraph 8 of Call Off Schedule 7 (Security) and as updated from time to time;
"Security Policy"	means the Customer's security policy, referred to in the Call Off Order Form, in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Policy Framework"	the current HMG Security Policy Framework that can be found at https://www.gov.uk/government/publications/security-policy-framework ;
"Service Credit Cap"	has the meaning given to it in the Call Off Order Form;
"Service Credits"	means any service credits specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Failure"	means an unplanned failure and interruption to the provision of the Services, reduction in the quality of the provision of the Services or event which could affect the provision of the Services in the future;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion;
"Service Level Performance Criteria"	has the meaning given to it in paragraph 4.2 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Performance Measure"	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Threshold"	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Levels"	means any service levels applicable to the provision of the Services under this Call Off Contract specified in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Period"	has the meaning given to it in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	means the date of a Service Transfer;

"Services"	means the services to be provided by the Supplier to the Customer as referred to in Annex 1 of Call Off Schedule 2 (Services);
"Sites"	means any premises (including the Customer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Services are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Services.
"Social Value"	shall have the meaning as described in the Public Services (Social Value) Act 2012 as amended from time to time. Environmental, social and economic benefits associated with, relevant and proportionate to the subject matter of the contract and accruing to the area in which the procuring body is operating;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
"Staffing Information"	has the meaning give to it in Call Off Schedule 10 (Staff Transfer);
"Standards"	means any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Framework Schedule 2 (Services and Key Performance Indicators); c) standards detailed by the Customer in the Call Off Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time.
"Statement of Requirements"	means a statement issued by the Customer detailing its requirements in respect of Services issued in accordance with the Call Off Procedure;
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement) pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Services (or any part of them); b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or

- c) is responsible for the management, direction or control of the provision of the Services (or any part of them);

"Sub-Contractor"	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract.
"Supplier"	means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Call Off Order Form;
"Supplier Assets"	means all assets and rights used by the Supplier to provide the Services in accordance with this Call Off Contract but excluding the Customer Assets;
"Supplier Background IPR"	means <ol style="list-style-type: none">Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/orIntellectual Property Rights created by the Supplier independently of this Call Off Contract,
"Supplier Equipment"	means 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 Customer) in the performance of its obligations under this Call Off Contract;
"Supplier Non-Performance"	has the meaning given to it in Clause 39.1 (Supplier Relief Due to Customer Cause);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Contract;
"Supplier Profit"	means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
"Supplier Profit Margin"	means, in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;

"Supplier Representative"	means the representative appointed by the Supplier named in the Call Off Order Form;
"Supplier's Confidential Information"	means <ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Call Off Contract; c) information derived from any of the above.
"Template Call Off Order Form"	means the template Call Off Order Form in Annex 1 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Template Call Off Terms"	means the template terms and conditions in Annex 2 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Tender"	means the tender submitted by the Supplier to the Authority, a copy of which is annexed or referred to in Framework Schedule 21;
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Call Off Contract on a specified date and setting out the grounds for termination;
"Test Issue"	means any variance or non-conformity of the Services or Deliverables from their requirements as set out in the Call Off Contract;
"Test Plan"	means a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones, as described further in paragraph 4 of Call of Schedule 5 (Testing);
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 3 of Call Off Schedule 5 (Testing);
"Tests and Testing"	means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Plan or elsewhere in this Call Off Contract and "Tested" shall be construed accordingly;

"Third Party IPR"	means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services;
"Transferring Customer Employees"	those employees of the Customer 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;
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"Transparency Reports"	means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Customer in accordance with the reporting requirements in Schedule 13;
"Undelivered Services"	has the meaning given to it in Clause 8.4.1 (Services);
"Undisputed Sums Time Period"	has the meaning given to it Clause 42.1.1 (Termination of Customer Cause for Failure to Pay);
"Valid Invoice"	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 8 (Invoicing Procedure) of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Variation"	has the meaning given to it in Clause 22.1 (Variation Procedure);
"Variation Form"	means the form set out in Call Off Schedule 12 (Variation Form);
"Variation Procedure"	means the procedure set out in Clause 22.1 (Variation Procedure);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees applies in respect of the Services.
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by Parties in this Call Off Contract.

CALL OFF SCHEDULE 2: SERVICES

1. INTRODUCTION

- 1.1 Annex 1 to this Call Off Schedule 2 specifies the Services to be provided under this Call Off Contract.

ANNEX 1: THE SERVICES
Scope of Services to be provided under Call Off Contract

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Estates
Directorate

Annex 1: The Services

Contents

1. SUMMARY & OBJECTIVES.....

2. (CSR) GENERAL ESTATE AND PROPERTY MANAGEMENT DUTIES.....

3. (CSR) EMBEDDED RESOURCE.....

4. NON CORE SERVICES.....

6. ANNEX A
FINANCE PROCESS, FUNDING, PAYMENT ACCOUNTANCY AND PROVISION OF
MANAGEMENT.....

7. ANNEX B
PROJECT MANAGEMENT SERVICES.....

8. ANNEX C
TRANSPARENCY REPORTS

1.0 Summary & Objectives

1.1 A summary of the services comprised in the Contract are set out in the tables below. These are split into two sections:

- Core Services are detailed in Sections 2 and 3 of this Specification, or as advised by the Customer from time to time.
- Non-Core services are detailed in sections 4.1 – 4.91 of this Specification or as advised by the Customer from time to time.

CORE SERVICE REQUIREMENTS (CSR)	
General Estate and Property Management Duties	Section 2
Embedded Resource	Section 3

NON-CORE SERVICE REQUIREMENTS	
Acquisitions of Freehold Properties & Acquisitions of Leasehold Properties	Section 4.1
Disposal Freehold Property & Disposal Leasehold Property	Section 4.6
Rent Reviews	Section 4.8
Lease Breaks and Lease Expiries	Section 4.11
Surrenders, Re-Grants and Re-Gears	Section 4.13
Landlord and Tenant Issues including Landlord Consents, Service Charges and Claims	Section 4.15
Other Landlord and Tenant Negotiations	Section 4.24
Historic Rate Audit	Section 4.27
Rating Support Services	Section 4.29
Rating Appeals	Section 4.32
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General Estates Advice	Section 4.49
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Trader Provided Free	Section 4.52
Support Services	Section 4.59
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Compulsory Purchase Advice	Section 4.72
Planning	Section 4.78
Wayleaves & Easements	Section 4.81
Other Neighbourly Matters	Section 4.85
Agricultural Services	Section 4.87
General Project Management Services – Royal Institute of British Architects RIBA Stages 0-7	Section 4.89
Daylighting, Sun-lighting, Overshadowing and Rights of Lights	Section 4.91

2.0 CORE SERVICE REQUIREMENT - General Estate & Property Management Duties

2.1 General

2.2 The purpose of general management is to provide an ongoing Estate Management service for the Properties according to the priorities and policies outlined by the Customer. The Supplier's duties in relation to general management are set out below.

2.3 The following requirements set out under this paragraph 2.3 shall be charged as per Annex 1 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the Contract under '(GSR) General Estate and Property Management Duties'.

2.3.1 The Supplier shall be responsible for:

2.3.2 liaising with the Customer's Representatives regarding property data queries and information management;

2.3.3 liaising with landlords or tenants;

2.3.4 Memorandums of Terms of Occupation Management;

2.3.5 advising the Customer's Representative in due time of all noteworthy events affecting the Properties not specifically covered elsewhere in the Specification;

2.3.6 promptly passing to the Customer's Representative and advising on copies of any statutory or other notices received by the Supplier in respect of the Properties together with copies of all significant correspondence relating thereto. Where relevant, promptly passing on all notices to the Customer's landlord. Subject to the instructions of the Customer's Representative, the Supplier shall take all steps required to comply with all such notices and any notices served directly on the Customer and shall promptly inform the Customer's Representative of any non-compliance and the reasons for such non-compliance;

2.3.7 collating and maintaining document files to include, but not limited to, copies of leases, licences, plans/drawings, notices and or relevant documentation;

2.3.8 safeguarding the Customer's legal interests including reporting any encroachments on its lands and on claims it is advised to bring in respect of such matters;

- 2.3.9 reporting to the Customer's Representative opportunities to maximise the value of and improve the Properties and any opportunities to reduce property occupations and discuss instructions to investigate further, such instructions to be at the sole discretion of the Customer's Representative;
- 2.3.10 uploading all new, revised and updated property documentation including but not limited to those previously described onto Electronic Information Mapping Service (e-PIMS) in a central repository as specified by the Customer. The Supplier shall ensure version controlled protocols are adopted; and
- 2.3.11 carrying out all other duties set out in this Specification and any other duties necessary for the general management of the Properties.

2.4 Where the Customer is in the role of tenant the Supplier shall:

- 2.4.1 liaise with the landlord for Properties where the Customer occupies under a lease or similar agreement and act as the main contact with such landlords;
- 2.4.2 bring to the attention of the Customer's Representative all obligations under any lease not covered elsewhere in the Specification and take steps subject to the instructions of the Customer's Representative to comply with such obligations;
- 2.4.3 notify the Customer's Representative immediately if the Supplier becomes aware of any breach or potential breach by the Customer of any lease condition and obtain instructions regarding steps to remedy or avoid such breach;
- 2.4.4 advise the Customer's Representative of landlords' non-compliance with lease conditions including those related to landlords' services; provide, evaluate and recommend options to obtain instructions regarding steps to remedy the non-compliance;
- 2.4.5 advise the Customer's Representative on arranging or safeguarding the Customer's interest in all insurance policies taken out by the Customer or the landlord; and
- 2.4.6 deal with insurance matters, including making and/or co-ordinating insurance claims where required.

2.5 Where the Customer is in the position of landlord to other occupiers, whether by formal lease or sub-lease, or by reason of a more informal arrangement, the Supplier shall:

- 2.5.1 liaise with tenants/licensees occupying the Customer's Property under a lease, sub-lease or similar agreement;
- 2.5.2 report to the Customer advising of such common building services as shall be required under the terms of the agreements or shall be the responsibility of the landlord under the leases. For the avoidance of doubt, these shall be provided by other providers to the Customer such as the Facilities Management Provider(s);
- 2.5.3 consider applications from tenants for landlord's licences, approvals and consents and advise the Customer's Representative on the grant or refusal of these. On receipt of instructions advise the applicant of the outcome;
- 2.5.4 notify the Customer's Representative immediately if the Supplier becomes aware of any breach or potential breach by a tenant of any lease condition and obtain instructions regarding steps to remedy or avoid such breach;
- 2.5.5 notify the Customer's Representative immediately if the Supplier becomes aware of any breach or potential breach by the Customer as landlord of any lease condition and obtain instructions regarding steps to remedy or avoid such breach; and
- 2.5.6 maintain a detailed record of all third-party occupations the Customer has across its estate which should include, but not limited to, core property information (as stated for other properties of the Customer) which would enable the Customer to manage these occupiers in a proactive and efficient manner.

2.6 Full Valuations & Valuation Advice, other than in Full Valuation

- 2.7 This relates to the Supplier's duties in relation to ad hoc rental and capital valuations including Depreciated Replacement Cost (DRC) valuations and freehold land and properties where buildings are valued to existing use value with DRC adaptations, and others as appropriate.
- 2.8 Valuations are to be carried out fully in accordance with the current edition of the RICS Appraisal and Valuation Standards manual (the "Red Book") and any Customer accounting guidelines.
- 2.9 The Supplier may be required to carry out ad hoc rental, capital and DRC valuations of properties separately from those undertaken as part of other services provided.
- 2.10 The Supplier is to provide the following services in three stages which shall include but which shall not necessarily be confined to the following;

Stage 1

Confirm the initial brief with the Customer, agree the approach to be adopted and confirm the instruction in writing;

Stage 2

On receipt of a written instruction from the Customer's Representative, carry out the valuation in accordance with the RICS Appraisal and Valuation Standards manual (the "Red Book") subject to any variations requested by the Customer;

Stage 3

Submit a valuation report to the Customer in accordance with the RICS Appraisal and Valuation Standards manual (the "Red Book") or such other basis as required by the Customer;

- 2.11 The valuation shall be broken down where required to meet the Customer accounting requirements including;
- Land Value
 - Building Fabric Value with recommended depreciation period (outlining when the building reface is required)
 - Mechanical & Electrical Services with recommended depreciation period (outlining the lifespan of the Mechanical and Electrical Services within the Properties)

[For the avoidance of doubt, Table 12 of Annex 1, Schedule 3 of the Call Off contract will apply to these sections 2.6-2.11]

2.12 Full Valuations

- 2.13 The valuations required under this section are asset valuations. These asset valuations are to be completed on a rolling programme basis. The Supplier shall be directed by the Customer as to which Properties will have this requirement.
- 2.14 Valuations are to be carried out fully in accordance with the latest edition of the Red Book and any of the Customer's accounting guidelines, as superseded or replaced.
- 2.15 The Supplier shall be responsible for preparing the Schedule of Properties to be valued in conjunction with the Customer and for carrying out asset valuations of Properties as instructed by the Customer's Representative. The valuations shall be on a rolling programme on the basis that each relevant Property shall be valued once during any five (5) Year period.
- 2.16 Valuations shall not be required in respect of all Properties unless otherwise advised by the Customer. Valuations in respect of Properties occupied on MOTOs or Properties occupied or let on leases of

less than 25 Years, unless they have an unusually long review pattern (7 Years or more) shall not form part of this requirement unless otherwise instructed by the Customer's Representative; and

2.17 Each annual tranche of the Properties shall be valued as at the beginning of the financial year in the valuation programme, or a date specified if required by the Red Book depending on current valuation cycles in each department.

2.18 The list of Properties to be valued the Supplier shall:

2.18.1 upon receipt of the list the Supplier shall arrange for the subject property to be inspected, if it has not been inspected for Valuation purposes in the previous 48 months or it is known to have materially changed since the previous inspection, taking such notes and photographs as are necessary. Examine such plans and take such measurements as are required to comply with the RICS guidance and to avoid qualifying the valuation with measurement assumptions;

2.18.2 provide a schedule report in a format to be agreed with the Customer's Representative listing the properties valued, the basis of valuation, the value and any other information required by the Customer's Representative; and

if required provide such further information as the Customer shall reasonably require as to the approach basis of and judgements made in formulating the valuation. [For the avoidance of doubt, Table 11 of Annex 1, Schedule 3 of the Call Off contract will apply to these sections 2.12-2.18]

2.19 **MOTO Management**

2.20 Within 6 months of the commencement of the new contract assess government occupations which are void of any MOTO (if applicable) and manage the process of putting in place MOTOS' (where applicable) across the estate;

2.21 Undertake the management of MOTO's including the recovery of any MOTO costs where the Customer is the lead landlord, and Other Government Departments are our tenants;

2.22 For any new occupations (via acquisition or relocation) ensure that a MOTO or license agreement is in place to reflect the agreed terms and e-PIMS is updated accordingly;

2.23 Continue to negotiate, manage and advise on MOTOs going forward;

2.24 Make a provision for annual desktop challenge of measured MOTO areas within buildings to ensure accurate billing of tenants; and

2.25 All new, revised and updated MOTO's shall be placed in a central repository as specified by the Customer. The Supplier shall ensure version controlled protocols are adopted.

2.26 **Agency Related Management Functions**

2.27 Where required to assist with the requirements of this Specification the Supplier shall:

2.27.1 prepare and produce such site and building plans as may be required to complete the negotiation and conveyancing relating to the acquisition of property; and

2.27.2 advise the Customer's Representative if site security is required until any disposal has been completed or if it shall be required following any acquisition.

2.28 **Management of Lease Events**

2.29 The Supplier's duties in relation to management of property data to include lease and MOTO events where the Customer is either landlord or tenant/occupier are set out in this section. This relates to the reporting of future lease events including break options to ensure that the Customer can make decisions in sufficient time before any action is required.

2.30 The Supplier shall be responsible for:

2.30.1 preparing and maintaining a diary system to enable the Supplier to advise the Customer's Representative and the Customer's legal advisors (for legal notices) in due time to enable appropriate notices to be served within any prescribed limits of all significant events affecting the properties. The minimum time limits set out below apply only in the cases where there are no overriding criteria for earlier reporting. The events to include, but not exclusive, all rent review, lease renewal, break options (whether mutual, landlord or tenant options), lease obligations (including repairs and decorations) and other lease or MOTO events, defined by a date, which may have an impact on the continuing occupation of the property by the Customer or the tenant;

2.30.2 alerting the Customer's Representative to all lease events occurring at the Properties not later than the following times before the event:

Lease Break	24 months
Lease Expiry	24 months
Rent Review	15 months
Legal notices including	6 months or as per lease if shorter.

2.30.3 reporting all such lease or MOTO events as part of the quarterly reporting process in a format to be agreed, including notifying new events, updating on-going events and recording completed events; and

2.30.4 assist the Customer with the annual data validation exercise – Office Property Benchmarking (this report tracks sustainability of properties), State of the Estate report (a brief overview of properties within the Central Civil Estate) and other reports when required. The Supplier shall ensure data held on e-PIMs and on their own Property Information/Tracking tool are the same, are accurate and up to date. These reports are published in the public domain on data.gov.uk to ensure transparency across the central civil estate.

2.31 **Management Information Requirement**

2.32 A key driver of working with the Customer within an Estate Cluster environment shall be the benefits derived from a joined-up data strategy delivered through a new cross department Estate Professional Services ICT system-platform.

2.33 The ownership and maintenance of a single source of property information for all EPS matters is central to the Estate Cluster Digital Estate Strategy.

2.34 The Supplier is required to use the Cabinet Office's mandated property system e-PIMS to record, maintain and keep updated the Customer's property data in accordance with the requirements as set out in the specification. e-PIMS shall be one of the primary sources of property data and the e-PIMS six-digit code shall be used as the primary key where practicable to interconnecting system-platforms and commissioning stages from start to finish. Adopting this approach aligns with other data initiatives for other Government Departments within the MoJ Estate Cluster and shall enable the leanest possible approach to managing property data by assisting with finding Files, Data-sets and introducing an element of standardised interoperability between systems and data-sets across the MoJ Digital Estate ecosystem.

2.35 The Estates Cluster in conjunction with the Cabinet Office and the Government Property Agency ("GPA") are exploring other secure cloud-based system-platforms / common data environments that are capable of managing asset information in a way that is interoperable and comparable between Government Departments. The successful Supplier shall be expected to work with the Customer and GPA during the Contract in the development and testing of this system which could supersede if not supersede the e-PIMS requirement during the course of the contract medium to long-term.

2.36 Where the Supplier has proposed a property management system-platform within its proposals, all related costs are included in the Contract Price and presented in Annex 1 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the Contract.

2.37 Any system-platform adopted to deliver to the requirements of the Contract shall need to be capable of regular data exporting and a 'lift and shift' approach to migrate to other system-platform

environments. Data-Sets shall also include any Supplier developed system 'rule sets' that processes the Data held within.

- 2.38 Throughout the duration of the contract EPS Data shall be held within approved system-platforms. These shall require further integration with Asset Management System (AMS) and Business Intelligence tools over the next few years. Suppliers shall need to demonstrate the API capabilities of any proposed system-platform.
- 2.39 Where property information (data) is not stored on/or cannot be sourced from e-PIMS, then the Supplier shall manage that data exchange from other management information systems. The Supplier shall make it clear when submitting Data-Sets and reports from other systems and where possible use e-PIMS as a primary key for the reasons stated above. Property Information Management includes, but is not limited to, electronic records, paper records, financial records and any other appropriate media to support the delivery of EPS casework.
- 2.40 The user requirement of any system implemented as part of the EPS project shall be an intuitive, easy to use secure, cloud-based system accessible from a range of devices. Information shall be quick to identify and retrieve. EPS information stored within the system-platform should be available for use by permitted stakeholders for a range of different purposes, subject to security and access permissions.
- 2.41 The Supplier's duties in relation to data management are set out in this section. Accurate and up-to-date records must be maintained.
- 2.42 The Supplier shall be responsible for:
- 2.42.1 using e-PIMS to record, maintain & keep updated the Customer's property data. The Supplier should ensure that data is accurate in e-PIMS, up-to-date and reflective of the estate the Supplier has responsibility for;
 - 2.42.2 in accordance with Cabinet Office requirements, the recording/updating of property data should take place within 5 working days of the change occurring;
 - 2.42.3 when the Supplier cannot update the property information within the 5-working day period (due to lack of data/information which is out of their control) they shall raise the issue with the Customer's representative, so that joint resolutions can be established; and
 - 2.42.4 the Supplier shall use the approved system platform to extract data from e-PIMS to fulfil/support the Customer's (including its Arm's Length Bodies (ALB's) management information requests.
- 2.43 The Customer shall ensure that:
- 2.43.1 the Supplier's team (working on behalf of the Customer) shall have the appropriate clearance levels to access the Customer's information;
 - 2.43.2 the Customer shall work with the Supplier to ensure the most appropriate/best fit reports are provided; and
 - 2.43.3 the Customer shall provide the Supplier with the required levels of access to its systems to ensure it can fulfil its contractual obligations.
- 2.44 The Supplier shall be responsible for:
- 2.44.1 maintaining all appropriate records in an accurate and up-to-date manner;
 - 2.44.2 ensuring that Supplier staff are appropriately trained on e-PIMS and other supplementary systems. Training should be procured via the Cabinet Office;
 - 2.44.3 regular refresher training (once every 12 months) should be undertaken to ensure the Customer's data requirements are fully met;
 - 2.44.4 the Supplier shall keep a log of training and share with the Customer;

- 2.44.5 if the Supplier is asked to supply property data/information to any organisation, or Government Department (other than the Customer) the Supplier shall ensure they direct the request to the Customer and keep the Customer's representative informed;
 - 2.44.6 the Supplier shall make provision for and support the exporting of the Customer information from their own Property Information/Tracking Tool into a Data Warehouse owned and hosted by the Customer. The Supplier shall work with the Customer to establish a method to facilitate this function;
 - 2.44.7 the Supplier shall ensure floor area figures (at an occupation, building & holding level) are recorded on e-PIMS;
 - 2.44.8 the Supplier shall always maximise the opportunities to establish/verify key property metrics such as Internal area when they are visiting a property. Minimal costings are expected but these would be approved by the Customer prior to any re-measure taking place;
 - 2.44.9 the Supplier shall be required to undertake and record a re-measure of a property/or part[s] of a property (at an occupation, building & holding level) following times when structural works, alterations, refurbishments or other events have taken place and ensure relevant databases are updated recording the changes;
 - 2.44.10 setting up and maintaining a diary system to record all lease events as further specified under the previous section 'Management of Lease Events';
 - 2.44.11 monitoring Property movements (disposals/acquisitions) to ensure that the Customer's properties data records are accurate; and
 - 2.44.12 other data as considered appropriate at the commencement of the Contract by the Customer's Representative or becomes so during the Contract.
- 2.45 Financial Records**
- 2.46 The Customer's financial year is 1st April to 31st March.
 - 2.47 The Supplier shall be required to provide an accounts processing service, maintain suitable financial records and provide financial reporting as advised by the Customer's Representative.
 - 2.48 All records and systems maintained by the Supplier relating to the Contract shall be open to inspection at any time by the Customer's Representative or auditors and copies of such records shall be supplied on request.
- 2.49 Contract Management**
- 2.50 A non-exhaustive list of Supplier's duties in relation to contract management are set out below and include reporting, attendance at meetings, monitoring of KPIs, liaison with other service providers to the Customer and other duties in relation to the management of the Contract as appropriate. The duties relate to both the Core Services and the Non-Core Services.
 - 2.51 All Services are to be delivered to the Customer using contemporary and up-to-date electronic data communication, supplemented by (if required) hard copy for large files and/or complex documents and any other items at the request of the Customer's Representative.
- 2.52 Reporting**
- 2.53 **Monthly Reports:** The Supplier shall provide reporting as agreed by the Customer. The format, frequency and specific dates of the reports shall be confirmed and agreed by the Customer. The reports shall be standardised with the capability to be presented within a variety of formats suitable for extracting data as and when required.

- 2.54 The Supplier shall provide to the Customer's Representative, within fourteen (14) Working Days of the end of each calendar month. These reports shall need to be provided for each of the Departments within the Customer's Shared Estate Service and cover (although not limited to) the following areas:
- Current instructions and progress summary;
 - Forthcoming lease events including rent reviews, lease renewals, break options, and all other events;
 - Specific casework review;
 - Strategic and contractual issues;
 - Communication overview;
 - General Estates matters
 - Service delivery including KPI performance;
 - Financial issues and variance reporting.
- 2.55 Quarterly Reports: The Supplier shall provide to the Customer's Representative, within fourteen (14) Working Days of the end of each English Quarter (25th March, 24th June, 29th September and 25th December), a quarterly report listing the Customer's property holdings, future lease events, costs, and other information to be agreed with the Customer's representative. These reports shall need to be provided for each of the Departments within the Customer's Shared Estate Service;
- 2.56 Finance Reports: The Supplier shall provide to the Customer's Representative, no later than at the end of September each year a report setting out detailed budgets and forecasts for each of the following five (5) financial years which shall include the following and any other advice required by the Customer's Representative:
- estimates of anticipated expenditure by category (rents, rates, service charge and any other expenditure);
 - budget forecasts for individual rent reviews and lease renewals;
 - estimates of revenue and capital costs; and
 - estimates of anticipated income.
- 2.57 Asset Valuation Report: The Supplier provide to the Customer's Representative, no later than at the end of each financial year of the Customer. It is a report setting out the asset valuations carried out in respect of that year, the precise format of the report to be agreed with the Customer's Representative during mobilisation. These reports shall need to be provided for each of the Departments within the Customer's Shared Estate Service if required.
- 2.58 Works Report: The Supplier shall provide monthly to show all commissions to date including:
- Works completed, in progress & to be started
 - cost (final cost or anticipated cost)
 - PO/Invoice reference, by department.
- 2.59 Ad Hoc Reports: the Customer may request the Supplier to create and generate ad hoc reports on its behalf – to be submitted within 5 working days, unless agreed otherwise. This may include but is not restricted to Freedom of Information requests and Parliamentary Questions. The Customer is answerable to Parliament and on occasion, are required to respond, at short notice, to Parliamentary Questions regarding the property portfolio. The Supplier shall comply with any such reasonable request in the event the information is required under these circumstances.

2.60 A table listing all Transparency Reports required in accordance with Schedule 13 of the Contract is included at Annex C.

2.61 Meetings

2.62 The Supplier shall:

2.62.1 attend quarterly Contract director meetings with the Customer's senior manager or the Customer's Representative, and such other meetings as required. The purpose of the meeting shall be to review the resourcing and performance of the Supplier against the requirements of the contract and discuss the future strategic approach in response to changes in the property market and construction industry;

2.62.2 attend regular monthly meetings if required with the Customer's Representative and potentially to include representatives from the different government departments served by the Shared Estate Service and others to review the monthly reports which include finance reporting, progress on rent reviews and lease renewals, advance warning of all lease events and all estate management matters, to ensure that casework and operational requirements for property are reviewed and, if required, to establish a property strategy and action plan for individual business users and to assist in the preparation of business cases which relate to property issues and strategy; and

2.62.3 the Supplier shall submit agreed meeting minute actions within 5 working days and be prepared to submit minutes within 10 working days.

2.63 General Advice on Estates and Property Management

2.64 The Supplier's duties in relation to general advice include but is not limited to responding to requests from the Customer's Representative in respect of particular areas where advice is required and also a pro-active approach by the Supplier to seek and report potential opportunities to benefit the Customer, and seeking instructions to pursue them. It shall also include assisting in the preparation of business case/funding approvals if required and other such general advice as reasonably required by the Customer

2.65 From time to time the Customer may require advice relating to specific parts of its portfolio, individual Business Units, specific geographical locations or such other matters which arise. The Supplier shall be responsible for providing advice as requested by the Customer's Representative.

2.66 The Supplier shall formulate and develop discounted cash flow based investment appraisal reports including tailored sensitivity analysis and risk adjustments to support business case development for new investment / change programmes.

2.67 Upon receipt of an instruction for advice the Supplier shall be responsible for:

2.67.1 confirming the initial brief from the Customer, identifying the matters for which advice is required, the purpose and basis of the advice, the extent of information held by the Customer and receiving instructions regarding any matter which the Customer may wish to be covered in the report;

2.67.2 investigating and reporting on the strategies available advising of all matters requested by the Customer's Representative which may include, but not exclusively, details of options available setting out the advantages and difficulties with each strategy, comparative indicative costs, likely time scales and similar;

2.67.3 considering the potential for any further, unforeseen, future strategies which may become apparent;

2.67.4 reviewing as required these choices with the Customer's Representative and any other interested parties to determine the preferred option(s) for further investigation;

2.67.5 further reviewing the proposal with the Customer's Representative and, if required, receiving instructions from the Customer's Representative to implement the strategy;

- 2.67.6 carrying out negotiations as necessary in accordance with the relevant areas of the Specification;
- 2.67.7 reporting agreed terms to the Customer's Representative; and
- 2.67.8 liaising with the Customer's appointed solicitors and other relevant professionals, providing all reasonable necessary written input and attendance at meetings to ensure that legal documentation properly reflects the terms agreed and is completed within the timetable agreed with the Customer's Representative.

2.68 Financial Management

- 2.69 The Supplier's duties in relation to accounts processing, when instructed, are set out below. These duties shall include paying and collecting rent, rates, service charges, insurance premiums and other property related charges on behalf of the Customer in accordance with the leases, relevant regulations and best practice. Full details of the Finance Processes the Supplier is expected to undertake for Accounts Processing are provided in Annex A to this Schedule.
- 2.70 The Supplier shall be responsible for ensuring full compliance with all accounting and audit requirements including those relating specifically to the Government and the Customer. This shall include implementing practices to ensure the Customer is not in breach of accounting practices or Government guidelines which have been previously notified to the Supplier.
- 2.71 The Supplier shall provide full details of their Customer's Money Banking arrangements setting out how Customer monies shall be protected, how transactions shall be processed, where income is earned, where charges are payable, interest and banking charge arrangement, all in strict compliance with RICS rules and to the satisfaction of the Customer.
- 2.72 The Supplier shall provide a dedicated financial business partnering service to work alongside the Customer's finance team including a dedicated Finance Manager. The Finance Manager shall work collaboratively to ensure successful delivery of meeting contractual obligations in regard to Accounts Processing.
- 2.73 The Supplier shall be required to provide a responsive and flexible tailored payments run process including, when specified, same day payments.
- 2.74 The Supplier shall provide an integrated budget planning and reporting service. Cash flow forecasting is to align with expenditure i.e. current year plus 5.
- 2.75 The Supplier shall be responsible for providing a full range of appropriate accounting reports as required by the Customer's Representative. The Supplier shall provide an on-line financial reporting model to the Customer, enabling real time information to be shared.
- 2.76 The Supplier shall provide a full schedule by nominal ledger code of reserves and prepayments at year-end by 30th April of each year. The Customer reserves the right to request this on a monthly basis.
- 2.77 The Supplier shall be subject to both planned and random audit by:
 - The Customer's Internal Audit
 - National Audit Office
 - Local Audit as required
 - External Auditing firms as required
 - Payments

2.78 The Supplier shall;

- 2.78.1 examine all demands made on the Customer for rates, rent, service charge contributions, MOTO payments, insurance premiums and any other demands made by landlords in respect of properties for which this service is to be provided, checking that all such sums demanded are correctly due and payable by the Customer, that the value of the demand represents the value of services provided, and verifying the demands to this effect;
 - 2.78.2 raise and resolve any queries with the Supplier/landlord/agent as appropriate in an expeditious manner;
 - 2.78.3 check that all demands which can be reasonably anticipated have been received and follow up any missing demands expeditiously, in particular to ensure that no interest or other penalties are incurred as a result of non-payment due to a missing/absent payment demand;
 - 2.78.4 demonstrate and implement a programme with the Customer's Representative for making all requests for funds such that there is sufficient time prior to payment date to maximise cash flow but ensure that no penalties for late payment are incurred;
 - 2.78.5 submit a schedule, in a form to be agreed, to the Customer with a request for funds to cover the payments listed to be made into a nominated bank account. This schedule is to include a unique property reference for each property, to be supplied by the Customer, and any other references required by the Customer to ensure the correct allocation of charges to individual properties;
 - 2.78.6 ensure that funds requested are received and payments of items verified are made on time from funds made available by the Customer, such payments being made by the Supplier in the capacity as managing agent and at all times diligently and in accordance with the Customer's accounting policies and procedures and audit requirements; and
 - 2.78.7 ensure all payments from the nominated account to be made by BACS, to a restricted set of payees, nominated by the Customer.
- 2.79 Where the Customer is in the position of landlord to other occupiers, whether by formal lease or sub-lease, or by reason of a more informal arrangement, the Supplier shall:
- 2.79.1 arrange the prompt and accurate demand and collection of rents/licence fees, insurance and other costs due under the terms of the leases or agreements as requested by the Customer and pay all receipts into the Customer's designated bank account as well as providing statements showing the amounts due and received in accordance with the Customer's accounting policies, procedures and audit regime;
 - 2.79.2 ensure that if a tenant shall be in arrears agree with the Customer the recovery action to be taken promptly on behalf of the Customer, calculating and charging interest in respect of late payment where appropriate under the lease terms, advising the Customer's Representative in respect of possible legal action in case of non-payment and liaising with the Customer's legal advisor as requested;
 - 2.79.3 except for cases as agreed with the Customer's Representative, ensure that 90% of all income due to be collected and debited to the Customer bank account within three (3) Working Days of the due date and that 100% of all collectable income due to be collected and debited to the Customer bank account within fifteen (15) Working Days of the due date. Collectable income is defined as debt that is capable of recovery in the normal course of events, using all reasonably available means. Non-collectable debt would include (for example) debts where there is legal protection preventing recovery, or where solicitors have been instructed to recover the debt, or where there are specific instructions from the client not to recover, or where recovery would prejudice the client's best interests.
 - 2.79.4 resolve any queries raised by any tenant/occupier as appropriate in an expeditious manner; and
 - 2.79.5 the Supplier shall keep full records of all payments made which include but are not limited to Rent, Rates, Service Charge On accounts, Balancing Servicing Charges, Annual Insurance, Utilities and other property related costs the Customer may wish the Supplier to manage on their behalf.

2.80 Regular Monthly Activity

2.81 The Supplier shall provide a regular funding request (the Customer to determine the frequency) in a format to be agreed with the Customer to include the following: Schedule of lease charges due for the next period; Amounts paid from funding agreement during the last period; Bank reconciliation detailing cash book to bank statement reconciling entries; a list of current contested items; and progress to date with expected resolution dates.

2.82 The Supplier shall provide a monthly schedule of payments forecast versus payments made, calculate monthly accrual/deferral income/expenditure amounts.

2.83 The Supplier shall provide uploaded journals in an agreed format that can be uploaded directly into the Customer's financial system. Arrears reporting and other monthly reporting to be agreed.

2.84 Quarterly Activity

2.85 The Supplier shall provide:

2.85.1 quarterly draft funding requests raised for approval;

2.85.2 quarterly demands including Tenant recharge demands;

2.85.3 property charge collection, Credit Control, VAT Reporting – this shall be quarterly;

2.85.4 tenant deposits reconciliation if applicable; and

2.85.5 Savings Reports on core estate matters including but not limited to Rent, Rates and Service Charges etc within 14 days of the English Quarter (25th March, 24th June, 29th September and 25th December).

2.86 Other Activity

2.87 The Supplier shall provide the following services:

2.87.1 maintain relevant documentation to support all transactions mentioned in this Specification;

2.87.2 provide additional reporting for auditors as and when required;

2.87.3 provide a budget forecast of the next financial year. This is to be delivered no later than the end of September of the preceding year;

2.87.4 adhere to internal budgeting/forecasting reporting requirements. Collaboratively work with surveyors and the Customer's property asset managers to an agreed format;

2.87.5 variance analysis – monthly/quarterly/bi-annually and annually as required;

2.87.6 financial statements for the portfolio, or any individual department within the portfolio division as defined or requested by the Customer;

2.87.7 attend meetings with the Customer and finance business partners as required;

2.87.8 obtain all supporting evidence and information in respect of all service charges paid and raised, including year-end reconciliations and supporting invoices where appropriate; and

2.87.9 identify and advise the Customer where service charge practices warrant further investigation (be that legal or surveyor driven) to protect the Customer's interests and ensure value for money (VFM)

2.88 Sub-Tenant Accounting

2.89 The Supplier shall provide the following services;

- 2.89.1 management of the quarterly timetable of reporting (creditor/debtor list);
 - 2.89.2 lease charge raising, inclusion of pass through costs from head landlord, credit control and pay over funds collected from tenants;
 - 2.89.3 calculation of apportionment of recharged costs to occupiers and maintaining the necessary data to calculate apportionment with supporting evidence;
 - 2.89.4 periodic reporting of transactions, receipts and arrears, Dedicated RICS bank account reconciled monthly;
 - 2.89.5 Parliamentary Questions and Freedom of Information requests; which shall be time driven for a response;
- 2.90 **Payment of Business Rates**
- 2.91 The Supplier shall provide the following services;
- 2.91.1 receive business rates payment demands and validate the same;
 - 2.91.2 cross reference rates payment demands amount with appeals lodged by the business rates team;
 - 2.91.3 make applicable rates payments to the local authority in the area from the account dedicated to the Customer;
 - 2.91.4 validate payments on a monthly, quarterly and annual basis;
 - 2.91.5 reconcile monies received by the Customer and provide statements of accounts;
 - 2.91.6 provide a clearance and check service that matches the Customer's internal reporting requirements; and
 - 2.91.7 liaise with the Customer as required to mitigate business rates liability.

3.0 Core Service Requirement - Embedded Resource

- 3.1 The Supplier shall provide Embedded Resource to advise strategically where appropriate and/or provide instructed assistance in the delivery of any day to day or transformational objectives;
- 3.2 The Embedded Resource team shall be made up of:
- 1 x <100% FTE 1 x 'Professionally Qualified Lead Partner/Director (with at least 10 years post qualification experience)', who can be based remotely;
 - 3 x 100% FTE 'Professionally Qualified Associate Partners/Directors (with at least 5 years post-qualification experience)' to be based physically with the MQJED team (including in London at least once a week) a minimum of 2-3 days per week; and
 - Management Resource to comprise a proportion of the Supplier's proposed Account Team to ensure that the Account is run as a fully integrated model. In the event that the Embedded Resource is reduced, the parties will agree the reallocation of costs related to the Management Resource. The Supplier may not charge the Customer more than 100% of the cost of employing each member of the Account Team.

- 3.3 The above requirements are included at Annex 1 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the Contract under '(CSR) Embedded Resource'.
- 3.4 **Strategic Advice (including preparation and development of an estates strategy)**
- 3.5 When requested, to define the "status" of part of a defined part of the Estate. To collaborate with the Supplier to define an emerging "future state" Estate and formulate a plan of tactical actions to deliver changes towards the future state position. This relates to property interest where there is more than one holding.
- 3.6 The Supplier shall provide an Embedded Resource which shall work with the Customer and its Supply Chain Member(s) to provide appropriate day to day and strategic advice on any existing estate options, Office of Government Property/Government Property Agency strategies/policies, procurement and added value initiatives; and
- 3.7 The Supplier shall assist the Customer to ensure operational / day to day management of the Customer's estate is effective and efficient. This may include but not limited to:
- 3.7.1 work closely with the account management team from the Customer;
 - 3.7.2 the Professionally Qualified Associate Partners/Directors would be assigned to main customers and would cover smaller elements and Arm's Length Bodies of the Customer Cluster;
 - 3.7.3 the Embedded Resource shall cover Customer strategy in the main but also be involved with the preparation of the SAMP, budget forecasting, forward look, market trends and regional strategies;
 - 3.7.4 overseeing the delivery of approved Projects as defined by the Customer;
 - 3.7.5 assisting in the leading of any change programmes as defined from time to time by the Customer;
 - 3.7.6 undertaking day-day operational and transactional task;
 - 3.7.7 supporting Management Information requirements;
 - 3.7.8 seeking opportunities across the Estates Cluster property portfolio to generate savings;
 - 3.7.9 there shall also be a requirement to pick up specific items of Estates work as and when required; and
 - 3.7.10 pricing would be on a fixed price basis for the Embedded Resource (as summarised in Schedule 3, Annex 1, Embedded Resource Table ("Total Price per Week")). Capped day rates will be applied against Schedule 3, Annex 1, Table 1 ("Hourly Rates") for extra support, when required, with a day consisting of 8 hours.

4.0 Non-Core Service Requirements

- 4.1 **Acquisitions of Freehold Properties & Acquisitions of Leasehold Properties**
- 4.2. Agency Services (searches, market reviews etc) related to the Supplier's duties required in relation to acquisitions and disposals of freehold or leasehold interests as set out below.
- 4.3. The Supplier shall be responsible for carrying out acquisition and disposal of properties and associated tasks as instructed by the Customer's Representative.
- 4.4. Upon receipt of an instruction for an acquisition (by purchase, letting or assignment or other transaction) the Supplier shall agree a timetable with the Customer's Representative including key target dates;

4.5. Upon agreement of the timetable with the Customer's Representative the Supplier shall be responsible for:

- 4.5.1. preparing a search strategy, investigating and reporting on the choices of sites premises or development opportunities to meet stated requirements and summarising details of the owner, the need for planning and building consents, the availability of services, asking rental/purchase price, legal terms and date of possession;
- 4.5.2. reviewing as required these choices with the Customer's Representative and the area representative to determine the preferred option(s) for further negotiations;
- 4.5.3. liaising with other public bodies such as Local Authorities, liaising with the appropriate OGP office to ensure the Customer's responsibilities under the National Property Controls or other similar agreements are fully complied with;
- 4.5.4. conducting all negotiations on a 'subject to contract and the Customer approval and without prejudice' basis to establish the best terms available for acquisition of the preferred Property(is), liaising with the Valuation Office Agency (VOA) where requested, reporting progress to and seeking instructions from the Customer's Representative, presenting formal reports and recommendations when requested by the Customer's Representative;
- 4.5.5. providing to the Customer's Representative a final written report and recommendations including details of comparable and a thorough analysis in support of the recommendation;
- 4.5.6. advising the Customer's Representative if an initial condition survey, contamination survey, planning or heritage survey or other survey is required and liaising with the relevant service provider if requested by the Customer's Representative;
- 4.5.7. following the Customer's approval to the heads of terms agreed with a landlord 's agent on a subject to contract basis to providing details to the Customer's appointed solicitors;
- 4.5.8. confirming to the Customer that the transaction represents value for money and meets the Customer's requirements;
- 4.5.9. provide support to the Customer in all transaction approval/assurance processes;
- 4.5.10. liaising with the Customer's appointed solicitors and other relevant professionals, providing all reasonable necessary written input and attendance at meetings to ensure that legal documentation properly reflects the terms agreed, takes full account of the Customer's standard requirements and is seen through to final completion and/or attestation within the timetable agreed with the Customer's Representative; and
- 4.5.11. attestation report prior to all transactions.

4.6. Where the Customer is considering the acquisition of a property, either freehold or leasehold, the Supplier may be called upon to undertake a pre-acquisition or more detailed technical due diligence inspection and report (to include, but not be restricted to, detailed survey, reviewing technical data available for the property, planning restrictions, operation and maintenance data, organising environmental assessments, and considering implications for the building's potential use) taking into account the suitability for the intended use of the property. Where required, an outline feasibility study shall be provided which identifies budget estimates for potential alteration works that may be required.

4.7. Disposal Freehold Property & Disposal Leasehold Property

4.7 Upon receipt of an instruction for a disposal the Supplier shall:

- 4.7.1 request all relevant statutory assessments and certification relating to the building and liaise with other service providers of the Customer as necessary to obtain it;
- 4.7.2 inspect the property for disposal, recording a full description;

- 4.7.3 provide an assessment of former owner applicability under the Ministry of Housing, Communities and Local Government ("MHCLG") rules to include consideration of the Criche Down rules (whereby the Customer would be required to ensure the Government Departments within this contract - under certain circumstance - offered back surplus land to the former owner or their successor at the current market value), to be carried out prior to the preparation of the preliminary marketing report;
- 4.7.4 prepare a preliminary marketing report covering all material issues relevant to the disposal identifying the target market; expressing an opinion of market value, having due regard to alternative planning uses and advising on the recommended method of disposal including any Heritage, Daylight, ROL, Sunlight reports as needed and consideration of clawback and overage requirements, marketing strategy and budget;
- 4.7.5 advise the Customer's Representative if alternative planning uses or other enhancement options should be investigated (or if the existing use needs to be formally established). On receipt of instructions from the Customer's Representative to liaise with the Department's policy advisors and act as co-ordinator in securing of planning consent if needed;
- 4.7.6 liaising with the Customer's other consultants to co-ordinate and assist with production of obligatory pre-disposal reports and due diligence investigations;
- 4.7.7 submit particulars of sale, assignment, letting or underletting for approval and then proceed to market the property;
- 4.7.8 accompanying prospective purchasers or tenants as appropriate to view the property ensuring appropriate due diligence on proposed purchaser to protect the Customer's reputational risk. When selling, or letting by private treaty negotiate this subject to contract and report offers received in writing, with recommendations, to the Customer's Representative;
- 4.7.9 provide Welsh language translations of any sales particulars or other relevant documents if required;
- 4.7.10 prior to incurring any marketing costs, agree a schedule of planned marketing expenses with the Customer's Representative in respect of agents' boards, external printing, advertising and other similar costs related to the marketing of the property which shall be met by the Customer;
- 4.7.11 comply with all requirements for the advertising of surplus property on the Government's Surplus Property Register (available to the open market after 40 working days);
- 4.7.12 where the agreed method of sale is tender or auction, liaise with the Customer's appointed solicitor to ensure proper documentation is agreed and available by the date necessary to meet the agreed programme for disposal;
- 4.7.13 two weeks prior to any tender return/auction date to review the previously reported opinion of the value and formally report any revised figure, which is to be supported by comparables, to the Customer's Representative. Such figure must remain confidential and is not to be disclosed to any prospective purchaser;
- 4.7.14 if requested to do so, attend any tender opening at the office of the Customer's Representative to advise on the offers received;
- 4.7.15 where the disposal is to be by way of letting, or if it is thought appropriate to let premises pending outright sale, advise on the physical demarcation of the premises to be let, the appropriate apportionment of outgoings and, at the appropriate time, take up references in respect of the prospective tenant;
- 4.7.16 liaise with the appropriate OGP office to ensure the Customer's responsibilities under the National Property Controls and other similar agreements are fully complied with;
- 4.7.17 provide the Customer's Representative with a final written report and recommendations including details of comparable/transactions and a thorough analysis in support of the recommendation;

- 4.7.18 confirm to the Customer that the transaction represents value for money and meets their requirements; and
- 4.7.19 liaise with the Customer's appointed solicitors and other relevant professionals, providing all reasonable necessary written input and attendance at meetings to ensure that legal documentation properly reflects the terms agreed, takes full account of the Customer's standard requirements and is seen through to final completion and/or attestation within the timetable agreed with the Customer's Representative.
- 4.8 Rent Reviews
- 4.9 Professional services related to the Supplier's duties for rent reviews both where the Customer is tenant and where it is landlord and are set out below.
- 4.10 The Supplier shall be responsible for carrying out rent reviews (as Landlord or as tenant where applicable) for properties as instructed by the Customer's Representative. Upon receipt of an instruction in relation to a rent review the Supplier shall be responsible for:
- 4.10.1 inspecting the property, including assessing where relevant whether covenants have been complied with, measuring floor areas or checking measurements where reliable and accurate areas or scale plans are readily available and compiling any other relevant information relating to the property;
- 4.10.2 reporting, in a format to be agreed, at least six months prior to the earliest contractual or legal date for service of notices or counter notices to the Customer's Representative with a recommendation on asking rent or response rent, target market rent and worst case / best case (as applicable) budget rent together with details of floor areas, lease covenants, third party referral process, whether time is of the essence, whether any break options are triggered by the review, comparable transactions, negotiation strategy and any other relevant factors on which the advice is based;
- 4.10.3 where rent reviews are based on an indexation formula, verify the calculations and challenges as necessary;
- 4.10.4 providing a report on progress to the Customer's Representative at intervals and in a format to be agreed;
- 4.10.5 serving all rent review notices and counter notices within the time limits set out in the lease;
- 4.10.6 monitoring the service of originating notices, applications and responses where appropriate and advising the Customer's Representative if, in the Supplier's reasonable judgement, any date is at risk of being missed;
- 4.10.7 carrying out all negotiations on a subject to Customer approval 'without prejudice' basis with a view to securing the best terms available and seeking instructions and approvals thereto of the Customer's Representative.
- 4.10.8 advising the Customer's Representative if no reasonable agreement can be reached and reporting with recommendations on how to progress the matter;
- 4.10.9 if instructed by the Customer's Representative, seeking an Award by reference to a third party in all rent review cases where the Customer requires. The Customer's Representative must be provided with the necessary information and advice to form a judgement as to whether to seek or accept reference to a third party. The Customer's Representative must similarly be advised in respect of any proposal to seek or accept a reference to the Courts in respect of any dispute;
- 4.10.10 preparing expert witness written submissions or oral evidence as is required by any third party or tribunal so as to present the Customer's case with all reasonable skill, care and expedition;

- 4.10.11 liaising with the Customer's solicitors as necessary in respect of any proceedings, hearing or tribunal and with other relevant professionals providing all reasonably necessary input including attendance at meetings as needed to ensure that legal documentation properly reflects the terms agreed and takes full account of the Customer's standard requirements;
 - 4.10.12 providing to the Customer's Representative a final written report and recommendations including details of comparables/transactions and a thorough analysis of the review provisions and the comparable rental evidence in support of the recommendation;
 - 4.10.13 liaising with the Customer's solicitors as necessary and appropriate in respect of any documentation and checking the rent review memorandum for accuracy and approving it prior to it being signed. When acting for the Customer as landlord, preparing and issuing the rent review memorandum, ensuring completion by the tenant and passing to the Customer's Representative or the Customer's solicitors as directed for completion;
 - 4.10.14 on completion updating the Customer's database or providing necessary data to the Customer's Representative for the updating of the Customer's database; and
 - 4.10.15 the Supplier can consider sub-contracting rent reviews and lease negotiations where they may utilise a Surveyors local knowledge or expertise in the negotiations.
- 4.11 Lease Breaks and Lease Expires**
- 4.12 The Supplier shall be responsible for maintaining a diary system and advising the Customer within 24 months in respect of all break clauses (Landlord and Tenant) and undertaking break clause negotiations where appropriate for any properties as instructed by the Customer's Representative. Negotiations may be related to operation of the break or to passing the break in consideration of new lease terms. Upon receipt of an instruction in relation to a break clause the Supplier shall be responsible for:
 - 4.12.1 checking the terms of the lease for compliance;
 - 4.12.2 inspecting the property, including assessing whether covenants have been complied with, and assessing the condition and any other relevant information relating to the property;
 - 4.12.3 reporting, in a format to be agreed, to the Customer's Representative, with a recommendation on how to proceed, including advising of any works required or other lease obligations which must be complied with in order to enable the break to be activated;
 - 4.12.4 in the event that a landlord's notice is not served on the Customer at the appropriate time, advising the Customer's Representative on the implications and options available to the Customer;
 - 4.12.5 serving all necessary notices and counter notices within the time limits set out in the lease or advising the Customer's Representative when solicitors should be instructed to serve all option or break clause notices or counter notices;
 - 4.12.6 arrange issue of Energy Performance Certificates for properties within the Estate at commencement of disposal exercise;
 - 4.12.7 ensure the Customer is alerted where properties do not comply with Energy Regulations linked to property transactions;
 - 4.12.8 instructing solicitors on the Customer's Representative's behalf if required and liaising with those solicitors as appropriate;
 - 4.12.9 monitoring the service of originating applications and responses where appropriate and advising the Customer's Representative if, in the Supplier's reasonable judgement, any date is at risk of being missed;
 - 4.12.10 carrying out any negotiations required by the Customer, if appropriate on a 'without prejudice' and subject to the Customer's approval basis with a view to securing the successful operation of

the break or where required the best terms available for passing the break and seeking instructions and approvals thereto from the Customer's Representative;

- 4.12.11 advising the Customer's Representative if no reasonable agreement can be reached and reporting with recommendations to progress the matter;
 - 4.12.12 if instructed by the Customer's Representative, liaising with the Customer's legal advisors to seek a judgement by reference to a Court. The Customer's Representative must be provided with the necessary information and advice to form a judgement as to whether to seek reference to a Court;
 - 4.12.13 preparing expert witness written submissions and / or oral evidence as is required by any Court or tribunal so as to present the Customer's case with all reasonable skill, care and expedition;
 - 4.12.14 liaising with the Customer's solicitors as necessary in respect of any proceedings, hearing or tribunal;
 - 4.12.15 providing to the Customer's Representative a final written report and recommendations including details of comparables/transactions and a thorough analysis where appropriate;
 - 4.12.16 liaising with the Customer's solicitors as necessary and appropriate in respect of any documentation; and
 - 4.12.17 on completion updating the Customer's database or providing necessary data to the Customer's Representative for the updating of the Customer's database.
- 4.13 Surrenders, re-grants and lease re-gears**
- 4.14 The Supplier shall be responsible for negotiating surrenders, re-grants and lease re-gearings for any Properties as instructed by the Customer's Representative. Upon receipt of an instruction in relation to surrender, re-grant or lease re-gearing the Supplier shall be responsible for:
- 4.14.1 inspecting the Property, including assessing whether covenants have been complied with, measuring floor areas or checking measurements where accurate and reliable areas or scale plans are readily available and assessing the condition and any other relevant information relating to the Property;
 - 4.14.2 where it is decided that a lease is to be renewed as part of a lease re-gearing or similar transaction, to support the Customer in drafting any required Lease Management Exception Report (LMER);
 - 4.14.3 on receipt of instructions from the Customer's Representative, carrying out all negotiations on a subject to contract 'without prejudice' and 'subject to Customer approval' basis with a view to securing;
 - 4.14.4 the best terms available and seeking instructions and approvals thereto of the Customer's Representative;
 - 4.14.5 providing a report on progress to the Customer's Representative at intervals when required and in a format to be agreed;
 - 4.14.6 providing to the Customer's Representative a final written report and recommendations including details of comparables/transactions and a thorough analysis in support of the recommendation;
 - 4.14.7 liaising with the Customer's solicitors and with other relevant professionals providing all reasonably necessary input including attendance at meetings as needed to ensure that legal documentation properly reflects the terms agreed and takes full account of the Customer's standard requirements; and
 - 4.14.8 updating the Customer's database or providing necessary data to The Customer's Representative for the updating of the Customer's database upon completion.
- 4.15 Landlord and Tenant Issues including Landlord Consents, Service Charges and Claims**

- 4.16 The Supplier shall be responsible for representing the Customer in negotiations with landlords (or tenants where applicable) in connection with applications for consents under leases for any properties as instructed by the Customer's Representative. Upon receipt of an instruction in relation to a lease consent the Supplier shall be responsible for:
- 4.16.1 checking the terms of the lease;
 - 4.16.2 if necessary, inspecting any plans, drawings and specifications proposed for the property including, but not exclusively, change of use, assignment, alterations;
 - 4.16.3 reporting to the Customer's Representative, in a format to be agreed, with recommendations to progress the matter;
 - 4.16.4 if instructed by the Customer's Representative, to apply for any required Landlords consents or consider tenants applications to the Customer for consent where applicable and to reach an agreement on any reasonable terms for approval by the Customer;
 - 4.16.5 liaising with other Service Providers to the Customer as necessary;
 - 4.16.6 obtaining all necessary references, financial information, town planning advice or other information as required to progress the application;
 - 4.16.7 advising the Customer if agreement cannot be reached and recommending action required to progress the matter;
 - 4.16.8 on receipt of instructions from the Customer's Representative, take any action which is agreed, liaising with the Customer's solicitors or other Service Providers as necessary;
 - 4.16.9 providing to the Customer's Representative a written completion report; and
 - 4.16.10 liaising with the Customer's solicitors as necessary and appropriate in respect of any documentation.
- 4.17 Whether the Customer is the landlord or the tenant, upon receipt of an instruction in relation to a lease renewal the Supplier shall be responsible for:
- 4.17.1 inspecting the Property, including assessing where relevant whether covenants have been complied with, measuring floor areas or checking measurements where reliable and accurate areas or scale plans are readily available and assessing the condition and any other relevant information relating to the property;
 - 4.17.2 reporting, in a format to be agreed, no later than six months prior to the earliest contractual or legal date for service of notices or counter notices to the Customer's Representative with a recommendation on asking rent or response rent, target market rent and worse case budget rent together with details of floor areas, comparable transactions and any other relevant factors on which the advice is based;
 - 4.17.3 advising on options available and recommended strategy to the Customer at lease renewal, including matters such as the service of a S25 or S26 notice, vacation of the premises and/or any other notice;
 - 4.17.4 providing a report on progress to the Customer's Representative as reasonably required at intervals and in a format to be agreed;
 - 4.17.5 where it is decided that a lease is to be renewed to support the Customer in drafting any required Lease Management Exception Report ("LMER");
 - 4.17.6 advising the Customer's Representative when solicitors should be instructed to serve all lease renewal or option notices or counter notices; instructing solicitors on the Customer's Representative's behalf if required and liaising with those solicitors as appropriate;

- 4.17.7 monitoring the service of originating applications and responses where appropriate and advising the Customer's Representative if, in the Supplier's reasonable judgement, any date is at risk of being missed;
 - 4.17.8 advising on making or responding to any interim rent application and acting on the instructions of the Customer's Representative;
 - 4.17.9 carrying out all negotiations on a 'subject to contract' and 'without prejudice' and subject to the Customer's approval basis with a view to securing the best terms available and seeking instructions and approvals thereto of the Customer's Representative;
 - 4.17.10 where relevant to the lease renewal representing the Customer in negotiations with landlords in connection with their claims for dilapidations against the Customer as tenant, preparing, (as a separate service) dilapidation schedules and negotiating with tenants in claims for dilapidations brought by the Customer;
 - 4.17.11 advising the Customer's Representative if no reasonable agreement can be reached and reporting with recommendations to progress the matter;
 - 4.17.12 if instructed by the Customer's Representative, seeking a judgement by reference to Court or PACT in all lease renewal cases where the Supplier is unable to reach a negotiated settlement. The Customer's Representative must be provided with the necessary information and advice to form a judgement as to whether to seek or accept reference to the Courts or PACT in respect of any dispute;
 - 4.17.13 preparing expert witness written submissions or oral evidence as is required by any Court or tribunal so as to present the Customer's case with all reasonable skill and care;
 - 4.17.14 liaising with the Customer's solicitors as necessary in respect of any proceedings, hearing or tribunal;
 - 4.17.15 providing to the Customer's Representative a final written report and recommendations including details of comparables/transactions and a thorough analysis in support of the recommendation;
 - 4.17.16 liaising with the Customer's solicitors as necessary and appropriate in respect of any documentation and checking that the terms comprised in any draft lease are consistent with the terms negotiated; and
 - 4.17.17 updating the Customer's database or providing necessary data to the Customer's Representative for the updating of the Customer's database on completion.
- 4.18 When there are service charge negotiations in which the customer is either landlord or tenant, the Supplier shall be responsible for:
- 4.18.1 verifying end of year service charge reconciliations;
 - 4.18.2 comparing actual spend to budget;
 - 4.18.3 considering the landlord's proposed budget for the coming year for reasonableness;
 - 4.18.4 challenging the content and the accounts where appropriate; and
 - 4.18.5 carrying out negotiations where necessary.
- 4.19 Demanding or paying service charge accounts, if required, is covered under (CSR) General Estate and Property Management Duties – Financial Management defined under paragraph 2.67 of this document and is not covered by paragraph 4.18
- 4.20 The Supplier Service charges negotiations where both parties to the negotiations are central government departments or central government agencies shall not form part of this Contract.

4.21 Where the Customer is in the role of tenant the Supplier shall:

- 4.21.1 on receipt of a service charge reconciliation (normally at the service charge year-end) verify that the services charge and apportionments are contractually correct, including, but not exclusively, comparison of actual spend to budget and considering the budget for the coming year for reasonableness against the respective lease terms;
- 4.21.2 where possible if the Customer was not in occupation for the whole period to which the reconciliation relates, check that the service charge has been properly apportioned;
- 4.21.3 carry out inspections of vouchers and other supporting documentation as necessary and if appropriate;
- 4.21.4 report to the Customer's Representative the outcome of the verification process with recommendations and, as appropriate, an estimate of potential savings and the reasons for them;
- 4.21.5 on receipt of instructions from the Customer Representative to enter negotiations, on a 'subject to Customer agreement' basis, with a view to securing the best settlement available and seeking instructions and approvals thereto of the Customer's Representative;
- 4.21.6 advise the Customer's Representative if no reasonable agreement can be reached and reporting with recommendations to progress the matter;
- 4.21.7 if instructed by the Customer's Representative, seeking adjudication as appropriate, following any procedure under the lease liaising with the Customer's solicitors when required, and if needed to consider legal steps to enforce the Customer's contract;
- 4.21.8 prepare evidence as is required by any third party, tribunal or Court so as to present the Customer's case with all reasonable skill, care and expedition;
- 4.21.9 liaise with the Customer's solicitors as necessary in respect of any proceedings, hearing or tribunal;
- 4.21.10 report the outcome of any proceedings, hearing or tribunal to the Customer's Representative; and
- 4.21.11 upon receipt of any budget for the new service charge year the Supplier shall review the proposed costs against the previous year's costs to ensure that the entries are appropriate, and challenge entries not appropriate or when increases in excess of current inflation levels are proposed.

4.22 Where the Customer is in the position of landlord to other occupiers, whether by formal lease or sub-lease, or by reason of a more informal arrangement, and where the Supplier is performing the accounts processing service in respect of a property, the Supplier shall:

- 4.22.1 obtain necessary information from the Facilities Management Provider/other relevant Provider(s) to maintain annual accounts of service expenditure on buildings which are sublet, balancing the account no more than three (3) Months after the financial year end;
- 4.22.2 arrange for independent audit of the accounts, where required. In the event that the independent audit cannot be recovered under the service charge, the Customer shall meet the cost of it;
- 4.22.3 notify the tenants of any balancing debit or credit charges, providing a copy of the year end statement or expenditure with any appropriate explanations as to variances between the budget and outturn expenditure. If required facilitate occupier inspection of supporting expenditure vouchers and invoices;
- 4.22.4 advise the Customer on the levy on account of service charges from occupiers under the terms of the leases or agreements;
- 4.22.5 obtain information from the Facilities Management Provider(s) to provide forward budget estimates of likely expenditure in the following financial year to occupiers at least three (3) Months before the commencement of that year; and

4.22.6 adhere to best market practice, RICS guidance and relevant legislation in all matters of service charges.

4.23 Other Landlord and Tenant Negotiations

4.24 The purpose of the landlord and tenant negotiation services is to act on behalf of the Customer in respect of lease matters where the Customer has an interest in a property as tenant, but also where the Customer has an interest in a property as a landlord, where applicable. Properties occupied under MOTOs may be excluded from this requirement on a case by case basis at the discretion of the Customer's Representative; and

4.25 The Supplier shall be responsible for negotiating all associated matters including but not limited to as surrenders and re-grants, lease re-gears, break clauses, dilapidation schedules, lease consents and other such matters as instructed by the Customer's Representative.

4.26 Historic Rates Audit

4.27 This section relates to The Supplier's duties in respect of carrying out Historic Rates Audits. The Supplier shall:

4.27.1 check legal rates liabilities to ascertain whether they are correct or not;

4.27.2 recover from rating authorities any retained credits held on account or due to overpayments. Check that additional instalments have not been paid on an on-account basis as a result of a rateable value reduction, vacation or disposal;

4.27.3 check liabilities in respect of vacated properties to ensure that the appropriate void rates have been granted;

4.27.4 check billing calculations where there have been splits and mergers in the assessment to ensure that they are correct and that proper transition arrangements have been made; and

4.27.5 apply to billing authorities for void rates in respect of properties that have been refurbished and where possible seek retrospective S44A relief.

4.28 Rating Support Services

4.29 This section relates to The Supplier's duties in respect of rating advice and appeals.

4.30 The Supplier shall provide professional advice, guidance, negotiation and assistance on non-domestic rating issues including a proactive strategy to mitigate changes in liability arising from new buildings and alterations. This shall include as a minimum:

4.30.1 general administration including but not limited to checking rates bills for accuracy of fact and calculation;

4.30.2 providing forecasts for budgeting purposes including apportionments for lettings and estimates for new buildings;

4.30.3 baseline liability; providing advice on baseline certificates to ensure accuracy and consequently that liability can be calculated correctly during the application of any transitional relief provision; and

4.30.4 full payment management; providing a full-service checking and paying the Customer rate bills. Including but not limited to general administration and baseline liability services as set out above to ensure the Customer's liabilities are correct and mitigated to the fullest extent without going to appeal.

4.31 Rating Appeals

- 4.32 The Valuation Office Agency published their rating list in 2017. The new check challenge appeal process was brought into existence. Current Suppliers with this capability shall continue to provide this service until the next list (from VOA) is published (approx. 2020-2021).
- 4.33 For those without the capability or new additions to the Estates Cluster these shall be brought into the full scope of services. These are outlined below.
- 4.34 The Supplier's duties in relation to management of rating appeals:
- 4.35 The Supplier shall be responsible for:
- 4.35.1 maintaining and updating a list of rating assessments for all the rating hereditaments where the Customer is the ratepayer;
 - 4.35.2 Authentication Process;
 - 4.35.3 for the new Check, Challenge, Appeal (CCA) process introduced in England, the Customer shall register for Government Gateway Accounts;
 - each Government Gateway account shall include ownership by an Administrator who shall in turn, create Assistant access for named individuals from the Supplier team;
 - the Customer shall reserve the right to amend, change or remove access rights under the Government Gateway
 - 4.35.4 adapting service provision in response to changes to the Authentication process given this is a new system, this shall include any extension of the Authentication process beyond England; and
 - 4.35.5 providing professional advice, guidance, negotiation and assistance on non-domestic rating issues including a proactive strategy to mitigate changes in liability arising from new buildings and alterations.
- 4.36 This shall include as a minimum:
- 4.36.1 general administration including but not limited to checking rates bills for accuracy of fact and calculation;
 - 4.36.2 providing forecasts for budgeting purposes including apportionments for lettings and estimates for new buildings;
 - 4.36.3 baseline liability; providing advice on baseline certificates to ensure accuracy and consequently that liability can be calculated correctly during the application of any transitional relief provision;
 - 4.36.4 full payment management; providing a full service checking and paying the Customer rate bills. Including but not limited to general administration and baseline liability services as set out above to ensure the Customer's liabilities are correct and mitigated to the fullest extent without going to appeal
 - 4.36.5 compiled list appeals;
 - 4.36.6 providing initial advice on assessment correctness and the likelihood of success;
 - 4.36.7 forecasting and checking rate refund calculations from the billing authority;
 - 4.36.8 checking interest payment calculations issued by the billing authority;
 - 4.36.9 in light of any such appeals examine the baseline certificate to ascertain whether this can be challenged to produce further savings.
 - 4.36.10 material change appeals - giving advice on matters such as:
 - 4.36.11 providing initial advice on whether any savings can be achieved;

- 4.36.12 correcting assessment consequent on "material changes" (within the meaning of relevant legislation);
- 4.36.13 applications to Billing Authorities for reduced payments because properties are unoccupied or partly occupied;
- 4.36.14 applications for charitable relief;
- 4.36.15 appropriate splits and mergers.
- 4.36.16 2015 Valuation (as amended);
- 4.36.17 given the antecedent valuation date of 1 April 2013 as amended the Supplier shall, from time to time be required to:
- formulate a proactive "Right First Time" strategy to mitigate changes in liability arising from the revaluation process;
 - ensure that the necessary data (including rental data) is supplied as necessary to support the accuracy of 2015 (as amended) "Non-Domestic List assessments"
- 4.36.18 give advice on the revaluation process;
- 4.36.19 give advice on the likely financial impact of the revaluation; and
- 4.36.20 the Customer must pay the correct amount of rates. It shall be the responsibility of the Supplier to take all reasonable steps to ensure this is achieved, resolving issues through the most suitable route.
- 4.37 Property Rating Challenges**
- 4.38 The Supplier shall undertake upon instruction the process of claiming individual entries within the Rating List to include providing documentary evidence as necessary, approval of claim and any disputes arising.
- 4.39 The Supplier shall:
- 4.39.1 act in respect of portfolio change as directed to cover any splits, mergers, acquisitions and disposals during the life of the Contract;
- 4.39.2 check Challenge Appeal stages;
- 4.39.3 review the information that has been used to calculate the rateable values for properties and advise on a Check Challenge and Appeal strategy by property or groups of property;
- 4.39.4 where appropriate, commence the Check stage either accepting the factual details or requesting changes as appropriate, monitor during the Check process period and liaise with the Valuation Office Agency as required;
- 4.39.5 liaise with any specialist teams within the Valuation Office Agency as appropriate and open negotiations regarding the valuation basis for the 2017 rateable values. Adopt the most advantageous valuation approach relative to each element of the property portfolio;
- 4.39.6 following completion of the 'Check' process, submit where required and within the prescribed timetable a 'Challenge', monitor during the response period;
- 4.39.7 following the Valuation Office Agency's formal response to the Challenge, advise the Customer on whether an appeal has merit, the cost implications, risk and impact on any similar holdings;

- 4.39.8 seek the Customer's approval and submit within the prescribed period an Appeal against rateable values where they are excessive and/ or the rating valuation is not in accordance with the agreed basis of valuation;
- 4.39.9 act on the Customer's behalf in reaching a negotiated settlement, withdrawing the Appeal or pursuing to Valuation Tribunal. Advise the Customer during the Appeal process of any change to the basis of Appeal based on new evidence or settled appeals;
- 4.39.10 manage the Appeal process including the payment of any charges to instigate an appeal, costs to be submitted as disbursements in advance; and
- 4.39.11 provide the Customer's Representative with an update of negotiations whenever requested and advising of completed appeals.

4.40 Material Change Appeals

4.41 The Supplier shall give advice on material change appeals and represent the Customer at any Lands/Valuation tribunal hearings. The Supplier shall:

- 4.41.1 ensure compliance with all necessary statutory/regulatory/practice statements that may apply;
- 4.41.2 advise the Customer as soon as it becomes apparent that a suitable agreement cannot be achieved through the normal appeal process;
- 4.41.3 recommend the most appropriate course of action to be taken and advising fully on the positive and negative implications;
- 4.41.4 consult on the procurement of external assistance, for example appointing legal support;
- 4.41.5 provide professional support at tribunals;
- 4.41.6 advise on the potential costs that shall flow from such action;
- 4.41.7 prepare statements of case;
- 4.41.8 respond to replies as necessary and to comply with any timeframes applying; and
- 4.41.9 conduct all negotiations as necessary.

4.42 Dilapidations and Condition Surveys

4.43 The Supplier shall be responsible for completing schedules of condition and dilapidation surveys as instructed by the Customer's Representative.

4.44 The section refer to dilapidations duties where the Customer is in the role of landlord and tenant at lease end.

4.45 The Supplier shall identify those Properties where a schedule of dilapidations is required and seek instructions from the Customer's Representative.

4.46 Upon receipt of an instruction in relation to a schedule of dilapidations the Supplier shall:

- 4.46.1 check the lease terms and undertake a site visit, taking any necessary notes or photographs;
- 4.46.2 if required, seeking the agreement of the Customer's Representative, liaise with the appropriate service provider to the Customer regarding matters such as the specification of the works comprised in the schedule of dilapidations and the costing of those works;

- 4.46.3 report, in a format to be agreed, to the Customer's Representative, with a recommendation on how to proceed;
 - 4.46.4 on receipt of instructions from the Customer's Representative, carry out all negotiations on a 'without prejudice' and subject to the Customer approval basis to seek agreement with the tenant;
 - 4.46.5 if agreement is reached, provide to the Customer's Representative a final written report. If the tenant is to carry out the works, rather than making a payment, carry out all necessary inspections to confirm that the work is satisfactorily completed;
 - 4.46.6 advise the Customer's Representative if no reasonable agreement can be reached and report with recommendations to resolve the matter;
 - 4.46.7 if instructed by the Customer's Representative, liaise with the Customer's solicitors to seek a judgment by reference to Court in all dilapidations cases where the Supplier is unable to reach a negotiated settlement. The Customer's Representative must be provided with the necessary information and advice to form a judgment as to whether to seek reference to the Courts in respect of any dispute;
 - 4.46.8 prepare expert witness written submissions and/or oral evidence as is required by any Court or tribunal so as to present the Customer's case with all reasonable skill and care; and
 - 4.46.9 liaise with the Customer's solicitors as necessary in respect of any proceedings, hearing or tribunal.
- 4.47 The Supplier shall be responsible for representing the Customer in negotiations with landlords in connection with their claims for dilapidations against the Customer as tenant for any properties instructed by the Customer's Representative, including S18 Valuations (A Section 18 (1) Valuation provides a statutory cap for damages, by calculating the difference by which the value of the landlord's interest has been reduced on account of the breaches of lease covenant. This is otherwise known as the 'diminution in value' of the landlord's interest) where relevant and if required. Upon receipt of an instruction in relation to a dilapidations claim the Supplier shall be responsible for:
- 4.47.1 providing comprehensive and timely advice for the Customer on the most appropriate course of actions to be taken on dilapidations liability
 - 4.47.2 assessing the validity of any claim, including, but not exclusively, checking the lease terms, checking other relevant documentation, inspecting the property, taking any necessary notes or photographs;
 - 4.47.3 if required, seeking the agreement of the Customer's Representative to liaise with the Facilities Management Consultant or other appropriate service provider to the Customer regarding matters such as the specification of the works comprised in the schedule of dilapidations and the costs notified by the landlord;
 - 4.47.4 assessing if cost of works or depreciation of reversionary value is the appropriate basis for estimating and negotiating the dilapidations settlement. Where cost of works is the appropriate basis recommending if carrying out of the works or a financial settlement would give best value for money to the Customer;
 - 4.47.5 reporting, in a format to be agreed (during mobilisation), to the Customer's Representative, with a recommendation on how to proceed;
 - 4.47.6 on receipt of instructions from the Customer's Representative, carrying out all negotiations on a "without prejudice and subject to the Customer's approval" basis to seek agreement with the landlord;
 - 4.47.7 if agreement is reached, providing to the Customer's Representative a final written report. If the Customer is to carry out the works, rather than making a payment to provide a specification of works required to assist with procurement and manage the works if requested, requesting the Customer to instruct the appropriate service provider to instigate the works and liaising with that Consultant as appropriate;

- 4.47.8 advising the Customer's Representative if no reasonable agreement can be reached and reporting with recommendations to resolve the matter;
 - 4.47.9 if instructed by the Customer's Representative, liaising with the Customer's solicitors to seek a judgment by reference to Court in all dilapidations cases where the Supplier is unable to reach a negotiated settlement. the Customer's Representative must be provided with the necessary information and advice to form a judgment as to whether to seek reference to the Courts in respect of any dispute; and
 - 4.47.10 preparing expert witness written submissions and/or oral evidence as is required by any Court or tribunal so as to present the Customer's case with all reasonable skill and care; and liaising with the Customer's solicitors as necessary in respect of any proceedings, hearing or tribunal.
- 4.48 General Estates Advice**
- 4.49 When requested providing advice, assistance and guidance on sustainability to support the Customer in the delivery of its statutory, regulatory, contractual obligations and business objectives. Including, but not limited to:
- 4.49.1 preparing or supporting the development of strategies, policies and guidance;
 - 4.49.2 advice on achieving and delivering sustainability quality systems, management and review;
 - 4.49.3 data handling, management, interrogation, analysis, energy and water benchmarking and reporting;
 - 4.49.4 ad hoc advice including the annual estimation of energy, carbon and water from properties that are provided under lease arrangements (or similar) where the Customer is not directly responsible for arranging utility supply and also waste/recycling in these locations;
 - 4.49.5 ad hoc ecology support for the management of SSSIs and habitat and species surveys; and
 - 4.49.6 carrying out energy, water and waste audits, drafting technical specifications or evaluation of technical specifications and tenders and designing and delivering behaviour change programmes.
- 4.50 Specialist Advice.**
- 4.51 When requested, to provide development consultancy and advice comprising a mix of market advice, Town Planning Advice (to provide a sustainable economic and environmental plan), alternative usage advice and design, indicative costs and risk adjusted financial-modelling.
- 4.52 The Supplier, when necessary can provide a broad range of advice, guidance and support to the Customer at the Customer's request. This includes but is not limited to:
- 4.52.1 Fire Advisory Services;
 - 4.52.2 Health and Safety;
 - 4.52.3 Historic England or Historic Wales Quinquennial Inspections, reports and conservation manuals; and
 - 4.52.4 oversee, scope and manage small project.
- 4.53 Trader Provided Free**
- 4.54 The Supplier shall need to have a full understanding of Section 25 of the Immigration Act at Ports (2003) and the Sections 20-22 of the Customs and Excise Management Act (1971). They shall be required to differentiate between what is paid for by The Crown and Trader Provided for leasehold acquisitions at airports and seaports.

- 4.55 The Supplier shall be responsible for ensuring that the accommodation is designated correctly. The key airports and seaports shall be audited annually and the smaller ports and airports as and when required.
- 4.56 The Supplier shall take the lead on day to day casework with the Airports and Seaports as required by the Customer.
- 4.57 The Supplier shall be required to have a full understanding of the treaties that cover Juxtaposed Controls (whereby immigration checks on certain cross-Channel routes take place before boarding the train or ferry, rather than upon arrival after disembarkation) in France and Belgium at the seaports and rail termini. They shall take the lead on lease negotiations and ensure that the correct designation of what is provided free under the relevant treaty is captured and recorded correctly.
- 4.58 **Support Services**
- 4.59 If condition surveys are required they shall be instructed on an individual basis by the Customer's Representative. On receipt of an instruction to prepare an initial condition survey, the Supplier shall survey, or with the prior approval of the Customer's Representative, procure a survey of the property to:
- 4.59.1 establish the age of the building, the construction of the building in terms of materials used, workmanship, mechanical and electrical services, cleaning requirements, compliance with the statutory and mandatory legislation, lease provisions and covenants, rights of way and other repair obligations not particularly obvious, such as shared cost with the relevant Local Authority for road maintenance;
 - 4.59.2 establish the structural integrity of the building and whether it is affected by any inherent defects;
 - 4.59.3 reference the property and prepare a full record and description;
 - 4.59.4 establish its state of repair;
 - 4.59.5 identify and to estimate any remedial works necessary prior to occupation;
 - 4.59.6 identify and estimate future maintenance liabilities, with any abnormal items of maintenance being brought to the particular attention of the Customer's Representative;
 - 4.59.7 identify, in general terms only, areas within the building which do not comply with the Disability Discrimination Act (1995) and further specialist inspections that may be necessary;
 - 4.59.8 identify areas within the building which do not comply with the Customer and other Energy Efficiency Policies and recommend means by which they can be brought into line;
 - 4.59.9 comment upon whether the property is fit for the proposed purpose and has sufficient capability to achieve the modern office requirements in accordance with the Customer's standards;
 - 4.59.10 upon completion of the survey the Supplier shall provide a report, in a format to be agreed with the Customer's Representative, detailing the findings of the survey;
 - 4.59.11 to undertake periodic condition surveys of Secure Training Centres ("STCs") for the purpose of recording the condition of the property;
 - 4.59.12 to provide formal reports recording the survey findings from STCs and whether the subject Establishment is being maintained to the prescribed standard in a Service Agreement relating to that Establishment; and
 - 4.59.13 to support the Customer in the enforcement of the repairing covenants within the subject Service Agreement with regards to a specific Establishment at both interim and contract expiry stages.
- 4.60 **Party Wall Matters**

- 4.61 The Supplier may be instructed to act on behalf of the Customer in respect of Party Wall matters (dividing wall between two properties that is shared), whether acting as Building Owner (persons owning the building) or Adjoining Owner (persons who shared the dividing wall with an owner).
- 4.62 The Customer as Building Owner as defined within the Party Wall Act 1996.
- 4.63 Where the nature of the proposed works project requires a Notice(s) to be served upon adjoining owners as required by the above Act, the Supplier is to notify the Customer.
- 4.64 The Supplier shall serve all Party Wall Notices as required, prepare Schedules of Condition, Party Wall Award(s) and keep the Customer up to date at all times.
- 4.65 The Supplier is to forward any Party Wall Award(s) to the Customer's appointed lawyers, for placing with the Title Deeds and copy in the Customer.
- 4.66 The Customer as Adjoining Owner as defined within the Party Wall Act 1996
- 4.67 Upon receipt of a Party Wall Notice, the Supplier is to notify the Customer.
- 4.68 Upon receipt of instructions, the Supplier shall respond to Party Wall Notices, agree Schedules of Condition and Party Wall Awards on behalf of the Customer.
- 4.69 As required, prepare a Party Wall Award(s) and keep the Customer informed.
- 4.70 The Supplier is to forward any Party Wall Award(s) to the Customer's appointed lawyers, for placing with the Title Deeds and copy in the Customer.
- 4.71 **Compulsory Purchase Advice**
- 4.72 Provide compulsory purchase advice. This shall include, but not be restricted to, procedural, and negotiation advice.
- 4.73 In circumstances where the Customer wishes to promote a compulsory purchase order (CPO) to obtain powers to compulsorily acquire land from third parties the Supplier shall provide strategic and procedural advice on how to obtain those powers.
- 4.74 In these cases, the Supplier shall advise on all stages of the CPO process from inception through public inquiry, possession and subsequent negotiation of property acquisition and compensation, if necessary by referral to the Upper Tribunal (Lands Chamber).
- 4.75 In addition to this there may be a requirement for the negotiation and settlement of Part 1 claims.
- 4.76 In cases where the Customer owns or occupies land where a CPO is being promoted by an acquiring authority, having regard to the Crown exemption but acknowledging the protocol of cooperation with other public bodies, providing advice on the principles of CPO, including equivalent reinstatement (Rule 5), potential objection to the principle of the CPO, possibly including appearance at public inquiry, if appropriate. It shall also include negotiation for the sale of land or the re-provision of facilities in accordance with Rule 5, and settlement of compensation.
- 4.77 **Planning**
- 4.78 Planning advice and consultation is to be provided by the Supplier where required by the Customer. This shall include consultations and negotiations with Planning Authorities and, where appropriate, the Planning Inspectorate and the submission of formal applications, notices and appeals in support of Community Infrastructure Levy / Section 106 Agreements and other related matters. The Supplier is to co-ordinate specialist sub consultants where required for Town & Country Planning (Highways, Environmental etc.) and after receiving confirmation from the Customer.
- 4.79 Provide Town Planning Advice on alternative uses where required to support Property Valuation commissions and Alternative Value Advice concerning Specialised Use (i.e. training centre) property(s) (land & Buildings). Planning advice shall be sought to ascertain the potential alternative uses or uses.

4.80 Wayleaves & Easements

4.81 The Supplier is to provide an initial report covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.

4.82 Following agreement with the Customer, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion for the Customer and shall provide a comprehensive final report to support a recommendation on a figure for settlement.

4.83 If a satisfactory settlement cannot be reached, the Supplier shall advise on appropriate courses of action and represent the Customer in any further proceedings;

4.84 Other Neighbourly Matters

4.85 When requested, the Supplier shall provide an initial report covering all significant facts, setting out actions, negotiation strategies and anticipated outcomes with respect to all boundary disputes or other neighbourly matters. Following agreement with the Customer, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion and shall provide a comprehensive final report to support a recommendation on a figure for settlement. If a satisfactory settlement cannot be reached, the Supplier shall advise on appropriate courses of action and the Customer shall give direction in the light of these.

4.86 Agricultural Services

4.87 The Supplier shall provide comprehensive agricultural services as needed and as defined by the Customer in the following areas but not limited to:

4.87.1 agricultural tenancy management;

4.87.2 farm management (including diversification);

4.87.3 agricultural Holdings Act tenancies 1986;

4.87.4 agricultural Tenancies Act tenancies 1995;

4.87.5 historic agricultural tenancies;

4.87.6 grazing and cropping licences;

4.87.7 live and dead stock valuation;

4.87.8 crop valuation;

4.87.9 covenant, easement and wayleave management;

4.87.10 succession rights;

4.87.11 assignment of tenancies;

4.87.12 UK farming subsidy (including post Brexit direction and advice);

4.87.13 Agricultural--Environmental schemes; and

4.87.14 renewable energy land use and developer/Supplier contracts farm decanting ahead of disposal (including agricultural equipment sales) crop loss and compensation negotiations.

4.88 General Project Management Services - Royal Institute of British Architects (RIBA) stage planning 0 to 7

4.89 Where required, to provide general project management services for small projects throughout the RIBA 0-7 stage asset lifecycle which shall include but not be limited to:

4.89.1 project management services; e.g. to receive and document the Customer's core objectives, to develop and present a range of concept designs / solutions for the purpose of defining future state potential, to identify indicative budget estimates for potential alteration works that may be required for a given level of risk in relation to a specific Property Risk (the financial risk of the cost involved for a project on a specific building i.e. a listed building).

4.89.2 in addition, the Customer may require the Supplier to scope and manage small projects as specified by the Customer as described but not limited to Annex A.

4.90 Daylighting, Sunlighting, Overshadowing and Rights of Lights

4.91 When requested, the Supplier shall provide an initial report covering:

4.91.1 all significant facts;

4.91.2 setting out actions;

4.91.3 negotiation strategies and anticipated outcomes with respect to all Daylighting, Sunlighting, Overshadowing or Rights to Light matters. These planning and building terms relate to when a development is occurring or is being proposed i.e. a building occupier/owner shall need to ensure their position on rights to light, overshadowing etc is protected when there is a neighbouring development proposed.

4.92 specialist advice shall be provided where needed to assess what is or is not acceptable (reference shall also need to be made to any lease or other documents that may reference this). Likewise, in making a planning application these considerations need to be taken into account.

following agreement with the Customer, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion and shall provide a comprehensive final report to support a recommendation on a figure for settlement or compensation. If a satisfactory settlement cannot be reached, the Supplier shall advise on appropriate courses of action and the Customer shall give direction in the light of these.

Annex A - Finance Process for Funding, Payment, Accounting and the Provision of Management Information for Rents, Rates, Service Charges, Utilities Charges and Insurance

Introduction

This document sets out the detailed requirements and processes to be followed for managing and reporting on expenditure for rents, service charges, utilities charges and insurance. It covers the following aspects;

- **Set Up and Maintenance**
- **Funding**
- **Income**
- **Payments**
- **Journals**
- **Rent Reviews**
- **Management Information including monthly dashboard reports**
 - **To Support Charges**
 - **To Support Forecasts of Expenditure**
 - **To Support Future Planning**

1. Set Up and Maintenance

1.1 The Customer shall provide the Supplier with the following:

- **A full list of all properties and their associated Customer codes.**
- **The Area in which the properties are located.**
- **The specific Customer occupying the property or for whom the Customer provides a service.**
- **The bank details of Landlords, Local Authorities and other Customer suppliers to whom the Supplier shall make payments on behalf of the Customer.**
- **Details of Leases and other Agreements such as SLA's, MOTO's or Service Agreements for income recovery relating to the properties.**
- **Details of recent previous payments made by or on behalf of the Customer for these properties including the required payment dates.**
- **All required journal templates including the necessary account codes associated with the Customer accounting system.**
- **Any changes to the property portfolio, customer base, accounting codes and /or reporting requirements.**

1.2 The Supplier shall:

- **Prepare and maintain a database using the data provided by the Customer.**
- **Validate the data in accordance with the Set-Up Services defined at paragraph 1.1.**
- **Prepare reports to meet Customer Management Information requirements and audit compliance as set out in section 7 below.**
- **Have access to a Government Banking System account in the name of MoJ and HO which shall hold the necessary amount of funds to make payments on Customer's behalf. HMCTS shall manage their own banking arrangements.**

2. Funding

- 2.1 "Funding Requests" are to be sent out by close of business every Wednesday (except for the last Weds of each calendar month) and receipt of funds is to be received by the Supplier by close of business the following Monday i.e. 7 working days, or as agreed.

This list shall be entitled the "Funding Request" and shall include:

- The name and address of each property for which a payment is due.
 - The Customer's project code associated to each property.
 - The amounts and dates due gross of VAT by property with totals at the bottom.
 - Separate details for the income due from sub-tenants or other contributors to the Customer or its customers for occupancy of the properties.
 - Any agreed cost changes that have occurred since the last such payment(s) for these properties shall be highlighted by the Supplier.
 - If the Supplier has any queries regarding the Funding Request it must make these known at this time, otherwise it shall be assumed that the "Funding Request" is accurate and complete.
 - Refunded charges are paid over to the Customer as and when received. The Supplier shall instruct the Shared Services Centre with support from the Customer's Finance team regarding where to code the monies to.
 - The journal is also sent at the same time as the refund, so the control account is always held at zero balance. A report on all income and debt outstanding to be provided to the Customer's Finance team to reconcile against the Customer's finance system.
- 2.2 The Customer shall activate a money transfer by BACS/CHAPs for the full amount on the "Funding Request" into the relevant Consultant's account within 7 working days of receipt of the "Funding Request."
- 2.3 "Funding Requests" also include Insurance, Utilities and Dilapidations charges including On Account and Ad Hoc charges that may arise from Rent Reviews as example. Dilapidations charges are expected to be included but this may not be in every instance. These would be notified in writing.
- 2.4 A monthly 'Cash Variance Report' is generated that reconciles between the Suppliers cash book and the funding. This is analysed by Rent, Rates, Service Charge, Dilapidations and bank charges. This is also required to meet the Customer's audit compliance requirements.

3. Income / Pay Overs

- 3.1 Income is paid over based upon an active management model by the Supplier i.e. continuously analysed and paid over as appropriate. All pay overs are to be analysed as a minimum monthly for the Customer.
These details shall be submitted to the Banking and Cash Management team in the Shared Services Centre Newport copied to the same staff contacts in Finance as agreed.
- 3.2 The payments for income shall be remitted via a BACS Payment to the Bank:
- Bank of England,
Threadneedle Street,
London, EC2R 8AH
- 3.3 The Supplier shall provide a credit control service for any arrears and refunds due as detailed in 2.1 above.
- 3.4 Safeguarding the Customer against fraud, liquidity risks or an unauthorised use of overdraft (in the unexpected event the Supplier commits fraud, goes into administration, liquidation or commits an error) is paramount. The GBS accounts shall be managed using multiple control layers from the onset, confirming full compliance with Government Banking System protocols and HM Treasury rules and regulations.

3.5 These protective measures include:

- Audits.
- In-built protections of the GBS banking infrastructure.
- Advanced notice of expected payments.
- Utilising an On-Time approach to transactions.
- BACS recovery mechanisms.

4. Payments

4.1 The Supplier shall keep accurate records of payments that are due and ensure that they are made within contractual terms or at the latest paid within 26 days of receipt of a valid invoice (where applicable).

4.2 These payments shall be recorded on the database mentioned in the section on set up and maintenance by the property/project code to which they refer both net and gross of any applicable VAT.

4.3 The database shall also capture the period covered by the payment to enable the Supplier to provide management information and journals that identify, actual expenditure in period, prepayments made for the Customer accounting purposes. Any unpaid invoices or other amounts due shall also be capable of being identified to enable the Customer to accrue the expenditure in its monthly accounts and provided via end of month journals.

4.4 The payments shall be made through obtaining authorisation from the Customer using the forecasted payments and itemised schedule tools to accurately predict future transactions. The Supplier shall be responsible for all process controls for generating payments and all data transmissions. They shall maintain, review and adhere to controls to avoid any manual editing or adjustments as outlined above. The Supplier shall provide evidence of actual payments made and details of those payments that were not paid within the agreed timeframe. They shall offer explanation of any late payments, detailing any charges incurred and outline preventative measures established to eliminate future reoccurrence.

5. Journals

5.1 The Supplier shall submit the required journals via an email. These shall be in the format provided by the Customer i.e. an excel template and shall be submitted to Finance via e-mail in the same manner as funding requests. The journals shall be for:

- Details of actual expenditure incurred that relates to the current or prior accounting periods. – The "Actuals" Journal (this is a standard non-reversing journal).
- Details of payments made that relate to future periods e.g. rates/rent paid for the future periods such as quarterly in advance. – The "Prepayments" Journal (this is a reversing journal).
- Details of amounts that are due but have yet to be paid – The "Accruals" Journal (this is a reversing journal).
- Details of income collected on behalf of the Customer – The "income" Journal (this is a standard non-reversing journal).
- Details of income that has fallen due but has yet to be collected/paid – The "Accrued Income" Journal (this is a reversing journal).
- Details of money paid by the sub tenants etc that is for future periods – The "Deferred Income" Journal (this is a reversing journal).
- Details of any Rent-Free Adjustments agreed – The "Rent Free" journal (this is a reversing journal).
- Details of any Dilapidations provisions – The "Dilapidations" journal (this is a reversing journal).
- Details of any Property Specific adjustments agreed – The "Property Specific" journal (this is a reversing journal).

NB. Any reversing journal may have to be resubmitted in the same or a lesser amount (e.g. for prepayments of rates/rent) or a greater amount (e.g. an increase in amounts not yet paid) in the subsequent period(s).

5.2 On receipt of the journal forms finance shall ensure that they are complete and inspect them for any signs of obvious errors e.g. unequal totals for debits and credits. They shall then authorise them and process them into the Customer's finance system.

5.3 If any elements are incorrect the whole journal shall be rejected and not processed.

5.4 The Supplier shall be notified immediately and sent a copy of the rejected journal(s) (each failed line shall be marked and the cause of the error identified). The Supplier shall liaise with the Customer's Financial Team and ensure that they are corrected and sent back to finance for processing within one working day.

5.4.1 This is an absolute deadline and must not be missed

5.5 The Supplier shall provide full management back up for all journals and co-ordinate all queries on journals in a timely manner to the Customer.

5.6 The Supplier shall provide Lease Disclosure notes as part of the Customer's financial year end to agreed timelines.

6. Rent Reviews and Lease Breaks

6.1 The Customer has known financial obligations which include, but are not limited to rents, rates, real estate payments, insurance and service charges. As outlined, the Supplier shall forecast and validate future payment transactions on behalf of the Customer.

6.2 The calculations shall be made at intervals ranging from the maximum duration of the Contract to annualised, quarterly, monthly, weekly and daily including any other ad-hoc reporting requirements.

6.3 The latest information within the EPS treasury system shall be available from within the system itself, scheduled reports or upon bespoke request by the Customer.

6.4 The format of this schedule shall be collaboratively agreed during the detailed mobilisation of the contract, but shall be presented through an EPS system-platform.

6.5 The Supplier shall ensure that they record the dates of rent reviews and lease breaks in their database or are able to readily identify these dates in association with each property. This shall also require an end of month journal (with supporting information) to be prepared to inform of rent review position to include in the Customer's finance system for accurate financial reporting.

6.6 To Support Forecast of Expenditure

6.7 Details of rent reviews and other changes that could impact the costs to be incurred during the financial year in question together with a professional assessment of the likely level of change that shall occur and the likely settlement date.

6.8 Details of any impending liabilities e.g. lease termination costs where the Customer shall have to make a provision in its accounts.

6.9 Variable (Call-off) elements of the contract shall be individually commissioned by authorised personnel through the Supplier system. Customer shall pay the Supplier for all variable (Call-off) commissions and recharge the relevant Department on a monthly basis providing a full break-down schedule of the commissions committed and completed.

As outlined all fixed payments shall be forecast in advance.

The intended funds shall be requested by the Supplier, the information required to be included is:

- Property name and address
- The Customer's identifiable code for each property

- The amount due gross of VAT by properly totals at the bottom
- The date payment is required
- Separate details for the income due from sub-tenants or other contributors to the Customer or its customers for occupancy of the properties.

6.10 To Support Future Planning

6.11 Details of rent reviews and other charges that could impact the costs to be incurred during future years. This should be supported by a professional assessment of the likely level of change that shall occur and an estimate of the timing. These reports shall be refreshed on a monthly, quarterly and annual basis to ensure payments can be accurately planned.

6.12 Reports

6.10 The Supplier shall prepare an Annual Budget for the Customer to incorporate the current Financial year plus the next 5 Financial Years. These budgets shall be for Rent, Rates, Service Charge, Utilities and Insurance.

6.11 The Supplier shall also prepare on a monthly basis a reforecast of P&L expenditure for the current Financial Year so that the Customer has a latest estimate of total expenditure. This reforecast shall include any applicable Rent Reviews, Rent Freees, Lease renewals and Expiries and a view on dilapidation costs.

6.12 The Supplier shall prepare an annual Cash Flow budget for the Customer's financial year. This shall include Rent, Rates and Service Charge for all on Account Items i.e. shall not cover any ad hoc charges.

6.13 The Supplier shall also prepare on a monthly basis an update to the annual Cash Flow forecast. This shall be in the same format as the budget but shall also include a forecasted weekly cash flow for the next month.

6.14 From time to time the Customer may require other reports and these requirements shall be discussed with the Supplier to agree the how and when they can be produced.

7. Management Information including monthly Dashboard report

7.1 The Supplier is to forward to the Customer's Finance team the following reports in accordance with an agreed monthly timetable. The format of the reports shall be agreed between the Customer and Supplier but in the main they shall be in Excel spreadsheets and/or Microsoft Word documents.

7.2 It is expected that documents shall normally be sent via e-mail although on occasions faxed documents may be required.

7.3 Management Information is required primarily to support the charges made, to assist the Customer in forecasting its annual expenditure and to provide the Customer with support for planning its future levels of expenditure as set out below.

7.4 Evidence of actual payments made details of those payments that were not paid within agreed terms with an explanation of the cause of the late payment and the steps that have been taken to prevent recurrence.

7.5 Copies of randomly selected invoices and other evidence to support the validity of the charges raised for audit purposes. These shall take place periodically during the year where a response time of 5 working days shall be sufficient. During the year requests for evidence shall be made by the external auditors of the Customer where response time may have to be quicker to meet audit requirements and the parliamentary timetable for publishing accounts. Bank statements and associated bank reconciliations be maintained for inspection.

NB In the absence of agreed specific dates it is anticipated that reports and support information shall be received by the Customer within 5 working days of the request.

- 7.6 The Supplier shall provide monthly a management report to the Customer that shows:
- Dashboards explaining Variances by Month, Year to Date and Full Year against the agreed budget for Rent, Rates, Service Charge, Utilities and Insurance
 - The latest rolling forecast for the current financial year
 - An Executive commentary summary for these variances
 - Detailed commentary for any variances above / below an agreed threshold as set by the Customer i.e. +/- £10,000
- 7.7 The Supplier shall provide a flexible reporting model to meet the Customer's reporting needs.
- 7.8 The Supplier and Customer shall meet monthly to review and agree any actions in relation to the financial processes. This shall include on a quarterly basis a formal face to face meeting between the Finance teams.

Annex B - Project Management Services

1	General Services
1.1	Provide the Services for all RIBA Workplan stages unless instructed otherwise by the Customer.
1.2	In consultation with the Customer, prepare the Schedule of Services for all Suppliers to be appointed by the Customer.
1.3	Facilitate regular meetings in order to progress Design and Pricing information, consult and liaise with the Lead Designer, Cost Manager and Principal Designer in the preparation of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the Project Lead.
1.4	Consult and liaise with other Suppliers on the Project Team to ensure that the Services provided by the Supplier are fully coordinated with the services provided by those Suppliers and in accordance with the Schedule of Services for each, the Project Roles Table, the Design Responsibility Matrix and the Technology Strategy.
1.5	Where there is duplication between the Services provided by the Supplier and the services of another Supplier(s), the Supplier shall resolve the service duplication by agreement with the Supplier(s) concerned. The Supplier shall confirm the actions agreed in writing with the Supplier(s) and copy to the Customer.
1.6	Manage, co-ordinate and participate in the operation of an Early Warning System.
1.7	Organise workshops and exercises and manage contributions of other Suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Provide recommendations for Customer approval based on the results of these exercises to deliver the best overall value for money.
1.8	Organise meetings with the Customer, Project Lead, Lead Designer, other Suppliers and the Supplier as necessary.
1.9	In conjunction with the other Suppliers and subject to the specific duties pursuant to each respective Call Off Agreement and/or Building Contract, make all necessary arrangements with planning, local and other statutory bodies to enable the Project to proceed to completion and handover. Arrange for, co-ordinate and pursue all necessary applications required in connection with relevant statutory or regulatory bodies, highway authorities and (if applicable) river and waterway authorities.
1.10	Assist with the submission of documentation to landlords and/or funding bodies and/or any third parties who have an interest in the project.
1.11	Establish and maintain project management procedures, hierarchy of responsibility, the Communication Strategy and the exchange of information both informally and formally at Information Exchanges.
1.12	Manage the Change Control Procedures and monitor Design and Cost Information development against the Site Information, Project Information, Project Budget, Design Programme, Project Programme and the risk register. Ensure that any difficulties are rectified and the approved Project Budget and Project Programme are not adversely impacted.

1.13	Work closely with the Customer, other Suppliers and all stakeholders to foster a partnering culture. The culture shall embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.
1.14	Check and authorise applications for payment from the Project Design Team; maintain a fee drawdown register
2	RIBA Stage 0 - Strategic Definition
2.1	Discuss options with the Customer for the assembly of the Project Team and assist the Customer to assemble and appoint the Project Team
2.2	Collate comments and facilitate workshops to discuss the Business Case and to develop the Strategic Brief for the Project.
2.3	Review findings from post project evaluations from relevant projects and lead and manage the Sustainability Checkpoint to inform the approach to the Strategic Definition for the Project.
2.4	Establish the Project Brief, the Initial Project Budget and the Project Programme.
2.5	Draft the Project Execution Plan.
3	RIBA Stage 1 - Preparation and Brief
3.1	Develop the Initial Project Brief. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Customer Business Case, Project Budget and Project Programme and all other parameters, risks and/or constraints.
3.2	Review Site Information and Project Information and collate comments from and facilitate workshops to develop the Initial Project Brief.
3.3	In consultation with the Project Team and the Customer, agree the procurement route and the standard form of Building Contract.
3.4	Prepare the Project Roles Table and Contractual Tree and continue to assist the Customer to assemble and appoint the Project Team.
3.5	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer.
3.6	Prepare option appraisals that meet the Initial Project Brief. Options produced by the Project Team should collectively address: Built Form: including building size, shape, orientation, subdivision, shading, weather and noise protection etc. Construction standards: including floor load capacities, column to column spans, insulation, fire protection, glazing ratios, thermal and noise insulation, thermal capacity, natural and artificial illumination, ventilation etc. Structural and hard surfacing materials, foundations, temporary structures etc. Engineering Services and components: including heating, hot water, cooling, ventilation, lighting, communications, lifting or transportation equipment and public health systems etc, their operational relationships, methods of control and means of energy supply, distribution and recovery etc. Foul and surface water drainage, attenuation and rainwater harvesting. External paving and surfacing, roads, car parks and footpaths

3.7	Prepare the Feasibility Study for the Customer preferred option(s).
3.8	Review and update the Project Budget and Project Programme.
3.9	Prepare the Handover Strategy, commence Risk Assessments in preparation for the Concept Design stage, lead and manage the Sustainability Checkpoint, and develop the Project Execution Plan.
3.10	Monitor and review progress and performance of the Project Team.
3.11	Select one or more specialists, where appropriate and legally compliant, to provide input into option appraisals and/or the Feasibility Study in consultation with the Customer and the Project Team.
4	RIBA Stage 2 - Concept Design
4.1	Monitor preparation and progress of the Concept Design and preliminary Cost Information. Ensure all the foregoing are in accordance with the Initial Project Brief, Design Responsibility Matrix, Information Exchanges and the Design Programme. Prepare Project Strategies.
4.2	Review Site Information, Project Information and collate and agree changes to the Initial Project Brief and prepare and issue the Final Project Brief.
4.3	Prepare the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.
4.4	Review and develop the Handover Strategy and Risk Assessments.
4.5	Prepare the initial Construction Strategy and the Health and Safety Strategy.
4.6	Review and update the Project Execution Plan.
4.7	Review and update the Project Programme and the Project Budget.
4.8	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the preliminary Cost Information, prepared by the Cost Manager.
4.9	Select and prepare a list of tenderers with the Customer.
4.10	Collate information from the Project Team and assemble the Supplier's Requirements.
4.11	Collate and issue the tender documentation.
4.12	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the

	Supplier's Proposals with the Supplier's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.
4.13	Agree the detailed content and assist with the finalisation of the contract documentation (for pre-construction activities).
4.14	Verify that the Supplier has all required insurances, collateral warranties, bonds etc in place.
4.15	Monitor and review progress and performance of the Project Team.
5.	RIBA Stage 3 - Developed Design
5.1	Review and comment on the preparation and progress of the Developed Design, Site Information, Project Information and Cost Information to ensure it is developed in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme and Project Budget.
5.2	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.
5.3	Review and update the Handover Strategy and Risk Assessments.
5.4	Review and update the Construction Strategy and Health and Safety Strategy
5.5	Review and update the Project Execution Plan.
5.6	Review and update the Project Programme and the Project Budget.
5.7	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the Cost Information, prepared by the Cost Manager.
5.8	Manage the Change Control Procedures.
5.9	Select and prepare a list of tenderers with the Customer.
5.10	Collate information from the Project Team and assemble the Supplier's Requirements / Suppliers Information Requirements
5.11	Collate and issue the tender documentation.
5.12	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Supplier's Proposals with the Supplier's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.

5.13	Agree the detailed content and assist with the finalisation of the contract documentation (for pre-construction activities).
5.14	Verify that the Supplier has all required insurances, collateral warranties, bonds etc in place.
5.15	Lead the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer. The Supplier shall lead the evaluation and review of the programmes and method statements.
5.16	Monitor and review the performance of the Project Team.
6	RIBA Stage 4 - Technical Design
6.1	Review and comment on the preparation and progress of the Technical Design, Site Information, Project Information and Cost Information to ensure it is developed in accordance with the project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme and Project Budget.
6.2	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.
6.3	Review and update the Handover Strategy and Risk Assessments.
6.4	Review and update the Construction Strategy and the Health and Safety Strategy.
6.5	Review and update the Project Execution Plan.
6.6	Review and update the Project Programme and the Project Budget.
6.7	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the Cost Information, prepared by the Cost Manager.
6.8	Manage the Change Control Procedures.
6.9	Select and prepare a list of tenderers with the Customer.
6.10	Collate information from the Project Team and assemble the Supplier's Requirements.
6.11	Collate and issue the tender documentation.

6.12	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Supplier's Proposals with the Supplier's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.
6.13	Agree the detailed content and assist with the finalisation of the contract documentation.
6.14	Verify that the Supplier has all required insurances, collateral warranties, bonds etc in place.
6.15	Lead the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc. to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer. The Supplier shall lead the evaluation and review of the programmes and method statements.
6.16	Monitor and review the performance of the Project Team.
7	RIBA Stage 5 - Construction
7.1	Manage the review of construction standards to verify conformance with the contract documentation Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing.
7.2	Manage the review of the development of the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all Design Queries are resolved in accordance with the foregoing.
7.3	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.
7.4	Review and update the Sustainability Strategy and lead the Sustainability Checkpoint.
7.5	Manage the implementation of the Handover Strategy
7.6	Review and update the Construction Strategy and the Health and Safety Strategy.
7.7	Review and update the Project Programme and the Project Budget.
7.8	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.
7.9	Agree with the Lead Designer the Information Exchange, prepared by the Lead Designer.
7.10	Manage the review of proposals for the testing, setting to operation and commissioning and the witnessing of all testing and commissioning and that all testing and commissioning records are present and accurate and reflect the required performance.

7.11	Prepare a planned maintenance programme for the project, post-handover, and provide recommendations for the procurement of the planned maintenance.
7.12	Monitor and review the performance of the Project Team.
8.	RIBA Stage 6 - Handover & Close-Out
8.1	Manage the handover of the building in accordance with the Handover Strategy and manage and prepare the Sustainability Checkpoint.
8.2	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.
8.3	Manage the update of the Project Information.
8.4	Manage the update of the As Constructed Information (Construction Record).
9.	RIBA Stage 7 - In-Use
9.1	Manage the completion of the tasks in the Handover Strategy.
9.2	Manage and prepare the Post Occupancy Evaluation
9.3	Manage the update of As Constructed information in accordance with Customer Feedback
9.4	Manage the update of Project Information in response to ongoing Customer Feedback
9.5	Manage the post completion defect rectification process in accordance with GSL requirements.
9.6	Manage the post completion monitoring process in accordance with GSL requirements.
9.7	Manage and prepare the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects

Annex C - Transparency Reports

Section ref	Report	content	Timing
Account Management	Monthly	Reports (as requested) to include the monthly account management functions.	Within 14 days of the end of the calendar month.
	Quarterly	Reports (as requested) to include account management functions on a quarterly basis.	Within 14 days of the end of each English quarter.
	Finance report	Report estimating the expenditure by category including but not limited to rents, rates and service charges and capital and revenue costings etc.	End of September annually.
	Asset Valuation	As instructed by the Customer – to complete as required. Detailing the property valued, the basis of the value and any other information required.	End of each FY within a rolling 5 year programme.
	Works report	Report detailing commissions completed, in progress and forecasted to commence including but not limited to costings etc.	Within 5 working days unless otherwise agreed with the Customer.
	Ad Hoc reports	Any additional reports requested by the Customer.	Within 5 working days unless otherwise agreed with the Customer.
	Budget Forecast	Report detailing rent reviews, rent rates and not limited to lease renewals.	End of September annually.
	KPI	The report detailing the measures and outcomes of the key performance indicators.	Quarterly.
Finance	Monthly	Reports including but not limited to Bank Reconciliation – detailing cash book, Accounting Report, Schedule of lease renewals etc.	Within 14 days of the calendar month.
	Quarterly	Reports including but not limited to Quarterly Savings Reports on core matters not including rents, rates and leases.	Quarterly.
	Annually	Annual Budget Forecast.	Annually (September).
	Sub-tenant accounting	Report encompassing the transactions, receipts, arrears and RICS bank account reconciliations etc.	As agreed with the Customer.
Rating	Rating Valuation Report	Report reflecting the rateable value or expected rateable value of a property after appeal.	As agreed with the Customer.
Casework	Monthly	Report detailing the high end and low-end work not covered within lease expiries and breaks.	Within 14 days of the end of the calendar month.
General Estates Matters	Monthly	Reports (as requested) to include monthly estates matters not covered under account management.	Within 14 days of the end of the calendar month.

Lease Events	Monthly	Report detailing the future lease events including break options within the Customer.	24 months before event occurrence.
Dilapidations Forecast	Annually	Report detailing the forecast dilapidations within the Customer, including but not limited to suggestions on how to proceed.	As required by the Customer.
Dilapidation	Reports	Reports detailing the dilapidations within the Customer.	As required by the Customer.
Other	Any other requested reports	As requested and agreed.	Within 5 working days unless otherwise agreed with the Customer.

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

2. DEFINITIONS

2.1 The following terms used in this Call Off Schedule 3 shall have the following meaning:

"CPI"	means the Consumer Prices Index as published by the Office of National Statistics (http://www.statistics.gov.uk/instantfigures.asp);
"Indexation"	means the adjustment of an amount or sum in accordance with paragraph 12 of this Call Off Schedule 3;
"Indexation Adjustment Date"	has the meaning given to it in paragraph 12.1.1(a) of this Call Off Schedule 3;
"Property Interest"	a discrete commercial/legal interest, such as, but not exclusive to a Freehold, Head Lease, Sub-Lease or MOTO;
"Reimbursable Expenses"	means the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including: <ul style="list-style-type: none">a) travel expenses incurred as a result of Supplier Personnel 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 Customer otherwise agrees in advance in writing; andb) subsistence expenses incurred by Supplier Personnel 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;
"Review Adjustment Date"	has the meaning given to it in paragraph 11.1.2 of this Call Off Schedule 3; and
"Supporting Documentation"	means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

3. GENERAL PROVISIONS

3.1 This Call Off Schedule 3 details:

- 3.1.1 the Call Off Contract Charges for the Services under this Call Off Contract; and
- 3.1.2 the payment terms/profile for the Call Off Contract Charges;

- 3.1.3 the invoicing procedure; and
- 3.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

4. CALL OFF CONTRACT CHARGES

- 4.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.
- 4.2 The Supplier acknowledges and agrees that:
 - 4.2.1 in accordance with paragraph 3 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and
 - 4.2.2 subject to paragraph 9 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

5. COSTS AND EXPENSES

- 5.1 Except as expressly set out in paragraph 6 of this Call Off Schedule 3 (Reimbursable Expenses), the Call Off Contract Charges include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:
 - 5.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 5.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date; or
 - 5.1.3 any amount for general account management, data management and reporting.
- 5.2 For the avoidance of doubt, where either (a) the Supplier requires specialist subject matter expertise, or (b) the volume of activity becomes unmanageable in the context of the Core Service Requirement – Core Estate & Property Management Duties, the Supplier may request an ad hoc additional fee. Acceptance of the fee basis by the Customer will be required prior to commencement of the activity.
- 5.3 Where the Customer puts forward a case for a discounted price due to activities being undertaken across multiple interests within the same Property, the Supplier will consider the case and pass the financial benefit of any agreed efficiencies back to the Customer.
- 5.4 Charges applied in accordance with Table 1: General Hourly Rates for EPS Services in Annex 1 of this Call Off Schedule 3 shall be capped at eight hours a day, unless otherwise explicitly agreed by the Customer.

6. REIMBURSEABLE EXPENSES

- 6.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

7. PAYMENT TERMS/PAYMENT PROFILE

7.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

8. INVOICING PROCEDURE

8.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 8.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.

8.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3 below)):

8.2.1 contains:

- (a) all appropriate references, including the unique order reference number set out in the Call Off Order Form; and
- (b) 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 Call Off Contract Charges; and

8.2.2 shows separately:

- (a) any Service Credits due to the Customer; and
- (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 23.2 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and

8.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and

8.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.

8.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).

8.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

8.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid 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.

8.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Call Off Order Form.

9. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

9.1 The Call Off Contract Charges shall only be varied:

- 9.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 22.2 of this Call Off Contract (Legislative Change);
- 9.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;
- 9.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 18 of this Call Off Contract (Continuous Improvement);
- 9.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 25 of this Call Off Contract (Benchmarking);
- 9.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 10 of this Call Off Schedule 3;
- 9.1.6 where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 11 of this Call Off Schedule 3; or
- 9.1.7 where Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation", in accordance with the provisions in paragraph 12 of this Call Off Schedule 3.

9.2 Subject to paragraphs 9.1.1 to 9.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

10. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

- 10.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
- 10.2 Such assessments by the Supplier under paragraph 10 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 13.1.5 of this Call Off Schedule 3 below.

11. SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

- 11.1 If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 11 subject always to:
 - 11.1.1 paragraph 4.2 of this Call Off Schedule 3;
 - 11.1.2 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("Review Adjustment Date") which shall be subject to paragraph 11.2 of this Call Off Schedule 3; and
 - 11.1.3 the Approval of the Customer which shall be granted in the Customer's sole discretion.

11.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Services Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any subsequent increase to any of the Call Off Contract Charges in accordance with this paragraph 11 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.

11.3 To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 11, the Supplier shall provide the Customer with:

11.3.1 a list of the Call Off Contract Charges it wishes to review;

11.3.2 for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:

- (a) a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge;
- (b) details of the movement in the different identified cost components of the relevant Call Off Contract Charge;
- (c) reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
- (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- (e) evidence that the Supplier's profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

12. INDEXATION

12.1 Where the Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation" the following provisions shall apply:

12.1.1 the relevant adjustment shall:

- (a) be applied on the effective date of the increase in the relevant Call Off Contract Charges by way of Indexation ("Indexation Adjustment Date") which shall be subject to paragraph 12.1.2 of this Call Off Schedule 3;
- (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
- (c) where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise;
- (d) if the CPI is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Call Off Schedule 3.

- 12.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period specified in paragraph 8.2 of this Call Off Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 11 is permitted). Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Call Off Contract Period;
- 12.1.3 Except as set out in this paragraph 12 of this Call Off Schedule 3, neither the Call Off Contract Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Call Off Contract.

13. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

- 13.1 Variations in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:
- 13.1.1 in accordance with Clause 22.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.1 of this Call Off Schedule 3;
- 13.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.2 of this Call Off Schedule 3;
- 13.1.3 in accordance with Clause 18 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.3 of this Call Off Schedule 3;
- 13.1.4 in accordance with Clause 25 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.4 of this Call Off Schedule 3;
- 13.1.5 on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.5 of this Call Off Schedule 3;
- 13.1.6 on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.6 of this Call Off Schedule 3; and
- 13.1.7 on the Indexation Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.7 of this Call Off Schedule 3,
- the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

Table 2 Acquisition by Leasehold - Contracting Authority is the Tenant
 (The percentage fee will be based upon final agreed rent (monthly) including taxes to be paid for the term)

Weighting	Final agreed rent (Monthly)	N Fee		Property Type	
		Residential	Land only	Residential	Land only
(0.50%)	Minimum Fee				
	\$ - 250,000				
	250,001 - 500,000				
	500,001 - 1,000,000				
	1,000,001 - 2,500,000				
	2,500,001 - 5,000,000				
5,000,001 - 10,000,000					
10,000,001 >					
	Maximum Fee				

This fee applies to all residential leasehold acquisitions within the same property. This fee will be provided as a discount for additional properties.

Average N	Residential	Non-residential	Subsequent Fee	Adjusted ITR to take account of residential/non-residential fee	Overall Average Used for evaluation

Table 3 Acquisition of High-Rise Property - Contracting Authority is the Purchaser
 (The percentage fee will be based on the final agreed value for the unit including taxes, stamp duty, etc.)

Weighting	Final agreed price for residential	N Fee		Property Type	
		Residential	Land only	Residential	Land only
(0.50%)	Minimum Fee				
	\$ - 250,000				
	250,001 - 500,000				
	500,001 - 1,000,000				
	1,000,001 - 2,500,000				
	2,500,001 - 5,000,000				
5,000,001 - 10,000,000					
10,000,001 >					
	Maximum Fee				

Average N	Residential	Non-residential	Subsequent Fee	Adjusted ITR to take account of residential/non-residential fee	Overall Average Used for evaluation

Table 4 Letting/Sub-letting - Contracting Authority is the Landlord
 (The final fee will be based on the final agreed rent)

Weighting	Final agreed rent	Final Fee		Property Type	
		Commercial	Residential	Residential	Land only
(0.50%)	Final agreed rent				
	0 - 5,000				
	5,001 - 25,000				
	25,001 - 100,000				
	100,001 - 300,000				
	300,001 >				
	Overall Average Used for evaluation				

Average	Overall Average Used for evaluation

Table 5 Disposal Freehold Property - Contracting Authority is the freeholder

The fixed fee will be based on the fixed agreed price for freehold (excluding fees, stamp duty, etc.)

Weighting	Value (£)	Fixed Fee		Property Type	
		Commercial	Residential	Residential	Land only
0.50%	0 - 250,000				
	250,001 - 500,000				
	500,001 - 1,000,000				
	1,000,001 - 2,500,000				
	2,500,001 - 5,000,000				
	5,000,001 - 10,000,000				
	10,000,001 - 30,000,000				
	30,000,001 >				

Average	Overall Average Used for evaluation

Table 6 Disposal Leasehold Property - Contracting Authority is Tenant

The fixed fee will be based on the fixed agreed rent (leasehold)

Weighting	Value (£) (Per Annum)	Fixed Fee		Property Type	
		Commercial	Residential	Residential	Land only
0.50%	0 - 5,000				
	5,001 - 25,000				
	25,001 - 100,000				
	100,001 - 300,000				
	300,001 >				

Average	Overall Average Used for evaluation

Table 7 Fixed fee - Contracting Authority is Tenant

The percentage fee will be based upon the agreed annual rental (not a flat fee) (see note 1)

Weighting	Agreed annual rental value	Percentage of agreed annual rental value to which a fee will be levied	Fixed Fee		Property Type	
			Commercial	Residential	Residential	Land only
0.50%	0 - 250,000	Minimum fee				
	250,001 - 500,000					
	500,001 - 1,000,000					
	1,000,001 - 2,500,000					
	2,500,001 - 5,000,000					
	5,000,001 - 25,000,000	Maximum fee				
	25,000,001 >					

Average %	Typical	Transit To Lease Fee	Adjusted VV to take account of structure/conditions	Overall Average Used for evaluation

Table 8 Rent review - Contracting Authority is Landlord

The fixed fee will be based on the final agreed rent. There will be an additional charge for work in taking the matter to arbitration for other dispute resolution and this will be based on Expert Hourly Rates.

Weighting	Value (£)	Fixed Fee		Property Type		Overall Average Used for evaluation
		Commercial	Land only	Residential	Land only	
0.50%	0 - 50,000					
	50,001 - 100,000					
	100,001 - 500,000					
	500,001 - 1,000,000					
	1,000,001 - 3,000,000					
	3,000,001 >					

Table 9 Lease renewal - Contracting Authority is Tenant

The fixed fee will be based upon the final agreed annual agreed rent value post the lease renewal.

Weighting	Agreed annual rental value	N/A Fee Agreed rent	Property Type		Overall Average Used for evaluation
			Commercial	Land only	
0.50%	Minimum Fee				
	0 - 210,000				
	210,001 - 500,000				
	500,001 - 1,000,000				
	1,000,001 - 2,000,000				
	2,000,001 - 5,000,000				
	5,000,001 - 13,000,000				
	13,000,001 >				
	Maximum Fee				

Arbitration will be a discount for multiple lease renewals on the same program by the different parties. Discount to be provided as a percentage per renewal.

Table 10 Lease renewal - Contracting Authority is Landlord

The fixed fee will be based upon the final agreed rent fee. There will be an additional charge for work in connection with any Court proceedings and this will be based on Expert Hourly Rates.

Weighting	Value of agreed rent (£)	Fixed Fee		Property Type		Overall Average Used for evaluation
		Commercial	Land only	Residential	Land only	
0.50%	0 - 50,000					
	50,001 - 100,000					
	100,001 - 500,000					
	500,001 - 1,000,000					
	1,000,001 - 3,000,000					
	3,000,001 >					

Table 11 - Full valuations

The fixed fee for full valuations in accordance with RICS valuations - Professional Standards 2017 (the 'Red Book'), will be based upon the final agreed valuation.

Weighting	Per Property	Fixed Fee		Property Type	
		Commercial	Residential	Residential	Land only
0.50%	0 - 100,000				
	100,001 - 250,000				
	250,001 - 500,000				
	500,001 - 2,500,000				
	2,500,001 - 10,000,000				
	10,000,001 - 30,000,000				
	30,000,001 >				

Average	Overall Average Used for evaluation

Table 12 - Asset valuations

The fixed fee for asset valuations in accordance with RICS valuations - Professional Standards 2017 (the 'Red Book'), will be based upon the final agreed valuation.

Weighting	Per Property	Fixed Fee		Property Type	
		Commercial	Residential	Residential	Land only
0.50%	0 - 100,000				
	100,001 - 250,000				
	250,001 - 500,000				
	500,001 - 2,500,000				
	2,500,001 - 10,000,000				
	10,000,001 - 30,000,000				
	30,000,001 >				

Average	Overall Average Used for evaluation

Table 13 - Selling Lease Break/Lease Re-Gearing - (in exceptional circumstances we will review the maximum fee)

The percentage fee for selling lease break/lease re-gearing will be a percentage of the premium or saving per annum subject to a maximum fee of £20,000

Weighting	Percentage of the premium or saving per annum	Percentage Fee		Property Type	
		Commercial	Residential	Residential	Land only
0.50%	0 to 100,000				
	100,001 - 250,000				
	250,001 - 500,000				
	500,001 - 2,500,000				
	2,500,001 - 10,000,000				
	10,000,001 - 30,000,000				
	30,000,001 >				
	Maximum Fee				

Average	Overall Average Used for evaluation

Table 14 Service Charge Reconciliation/Negotiation
 The percentage fee for Service Charge Reconciliation/Negotiation will be a percentage of the savings made on the negotiation.

Weighting	Percentage of the saving	Percentage fee		Property Type	
		Commercial	Land only	Residential	Land only
0.50%	0 to 100,000				
	100,001 - 250,000				
	250,001 - 500,000				
	500,001 - 2,500,000				
	2,500,001 - 10,000,000				
	10,000,001 - 30,000,000				
	30,000,001 >				
	Maximum Fee				

Average	Overall Average (used for comparison)

Table 15 - Discounts
 The percentage discount will be taken from the rates stated above for the following scenarios:

Weighting	Description	Discount (%) used for evaluation
0.50%	Please provide a percentage discount for MOTON	
	Please provide a percentage discount for trader provider free accommodations	

NR: All value band tables above are to be treated as cumulative.

MANAGEMENT DUTIES

(CBI) General Duties and Property Management Duties

The purpose of general management is to provide an ongoing Estate Management service for the Properties according to the services and duties determined by the Authority's Representative. The Supplier's duties in relation to general management are set out in Call Off Contract Schedule 2, Annex 1 (the 'General Management Services'), Paragraph 2, except in relation to:

Valuations, which shall be charged as per Tables 11.6-17 in the Contract Rates Table of the Annex 1 Schedule 2, Clause 5.2

Weighting	Property Type	Management Fee per Property Interest per Annum	Total Fee Per Annum	TOTAL
1.25%	Management Duties - Commercial Leasehold Management Duties - Residential Management Duties - Leases, MOTD, Residential, MCB and TFS properties			

[N/A] Embedded Resource

The Supplier's duties in relation to the Embedded Resource are as set out in Call Off Contract Schedule 2, Annex 1, The Services - Section 5, Temporary additional resources (to be used in addition to the usual Embedded Resource) to be charged additionaly.

Weighting	Resource Type	Price
0.25%	<p>(i) 100% FTE - Professionally Qualified Accountant (with at least 3 years post-qualification experience) to be based physically with the MCB team (including in London at least once a week) a maximum of 2-3 days per week.</p> <p>(ii) 50% FTE - Professionally Qualified Accountant/Director (with at least 10 years post-qualification experience), which can be based remotely. Partnering role only during a time commitment of 25%.</p> <p>Management Resource to comprise a proportion of the Supplier's interest amount (not to exceed the amount of the Supplier's interest) to be used to manage the Customer's interest (100% of the cost of employing each member of the Account Team).</p> <p>In the event that the Embedded Resource is refused, the party will agree the valuation of costs related to the Management Resource.</p> <p>Any payments charge related to the Embedded Resource shall be handled through the MCB FFE Call Off Contract's (in either defined as the Contract) Variation Procedure.</p>	
	TOTAL PRICE PER WEEK	

Financial Management

The Supplier's duties in relation to the Embedded Resource are as set out in Call Off Contract Schedule 2, Annex 1, The Services - Paragraph 2.6)

Weighting	Volume	Fixed Fee per Invoice
1.25%		

ANNEX 2: PAYMENT TERMS/PROFILE

MONTHLY PAYMENT TERMS

1.1 The payment made to the Supplier each Month shall be calculated and invoiced on the basis of the Call Off Contract Charges specified in Annex 1 to this Schedule 3 (Call Off Contract Charges, Payment and Invoicing) in line with the following formula:

$$\mathbf{TMC = TMPMF + MERF + TMFMF + MCOC - DA}$$

where:

TMC = Total Monthly Charge

TMPMF = Total Monthly Property Management Fee (Variable) - The sum payable in respect of all Property Interests managed by the Supplier during the relevant Month

MERF = Monthly Embedded Resource Fee (Fixed)

TMFMF = Total Monthly Financial Management Fee (Variable) - The sum payable in respect of all invoices processed by the Supplier during the relevant Month

MCOC = Monthly Call Off Contract Charges (as calculated on the basis of the Services provided by the Supplier during the relevant Month at the rates specified in Annex 1 to this Schedule 3 (Call Off Contract Charges, Payment and Invoicing))

DA = Deductions Adjustment

1.2 The parties will agree a quarterly adjustment reconciliation mechanism (upwards or downwards) for the TMPMF.

CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN

1. INTRODUCTION

- 1.1 This Call Off Schedule 4 specifies the Implementation Plan in accordance with which the Supplier shall provide the Services.

2. IMPLEMENTATION PLAN

- 2.1 The Implementation Plan is set out below.



the model. The model is estimated using the maximum likelihood method. The log-likelihood function is given by

$$L(\theta) = -\frac{1}{2} \sum_{t=1}^n \ln |Cov(\epsilon_t)| - \frac{1}{2} \sum_{t=1}^n (\epsilon_t - \mu)^T Cov(\epsilon_t)^{-1} (\epsilon_t - \mu) \quad (1)$$

where θ is the vector of parameters to be estimated, ϵ_t is the vector of disturbances, μ is the mean vector, and $Cov(\epsilon_t)$ is the covariance matrix of the disturbances.

The maximum likelihood estimates of the parameters are obtained by maximizing the log-likelihood function with respect to the parameters.

The maximum likelihood estimates of the parameters are given by

$$\hat{\theta} = \arg \max_{\theta} L(\theta) \quad (2)$$

The maximum likelihood estimates of the parameters are obtained by maximizing the log-likelihood function with respect to the parameters.

The maximum likelihood estimates of the parameters are given by

$$\hat{\theta} = \arg \max_{\theta} L(\theta) \quad (3)$$

The maximum likelihood estimates of the parameters are obtained by maximizing the log-likelihood function with respect to the parameters.

The maximum likelihood estimates of the parameters are given by

$$\hat{\theta} = \arg \max_{\theta} L(\theta) \quad (4)$$

The maximum likelihood estimates of the parameters are obtained by maximizing the log-likelihood function with respect to the parameters.

The maximum likelihood estimates of the parameters are given by

$$\hat{\theta} = \arg \max_{\theta} L(\theta) \quad (5)$$

The maximum likelihood estimates of the parameters are obtained by maximizing the log-likelihood function with respect to the parameters.

The maximum likelihood estimates of the parameters are given by

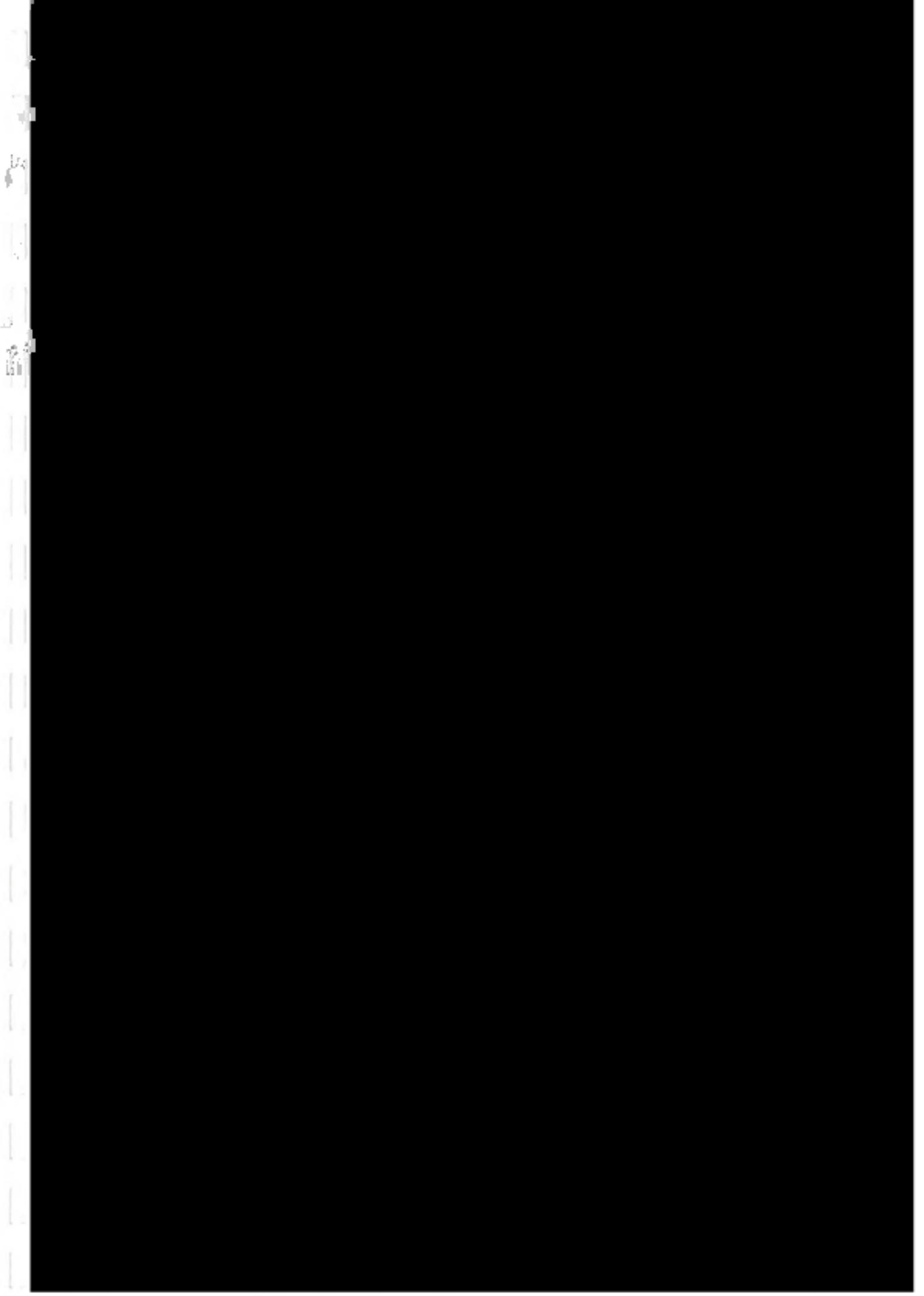
$$\hat{\theta} = \arg \max_{\theta} L(\theta) \quad (6)$$

The maximum likelihood estimates of the parameters are obtained by maximizing the log-likelihood function with respect to the parameters.

The maximum likelihood estimates of the parameters are given by

$$\hat{\theta} = \arg \max_{\theta} L(\theta) \quad (7)$$

The maximum likelihood estimates of the parameters are obtained by maximizing the log-likelihood function with respect to the parameters.



the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the health and quality of life of older people. The strategy is based on the following principles:

- Older people should be able to live independently and actively in their own homes.
- Older people should be able to access the services and support they need to live well.
- Older people should be able to participate in decisions about their care and services.

The strategy also sets out a number of key objectives, including: to reduce the number of older people who are dependent on others; to improve the health and quality of life of older people; and to ensure that older people are able to access the services and support they need.

The strategy is a key document for the health care system, and it sets out the government's commitment to improve the health and quality of life of older people. It is a key document for the health care system, and it sets out the government's commitment to improve the health and quality of life of older people.

The strategy is a key document for the health care system, and it sets out the government's commitment to improve the health and quality of life of older people. It is a key document for the health care system, and it sets out the government's commitment to improve the health and quality of life of older people.

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The strategy is a key document for the health care system, and it sets out the government's commitment to improve the health and quality of life of older people. It is a key document for the health care system, and it sets out the government's commitment to improve the health and quality of life of older people.

8. Monitoring, managing and delivering MTT phases

Monitoring, Managing and Delivery

Ensuring that all the MTT phases stay on track to achieve the go live date is key to how we have developed our monitoring process. We will ensure that transparency is available to all levels of delivery and that our escalation points are clearly indicated from the beginning. We will provide you with a very clear path for you to escalate to the senior team at C&W.

The MTT Operations Director, Barry Gardner, has been selected for this role due to his experience and leadership abilities. Barry will be responsible for monitoring the work stream leads and the level of delivery. He will have ultimate responsibility for the delivery of the Project Plan.

However, we realise that there may be occasions where issues cannot be resolved at this level and will require further escalation. The Account Oversight, James Crisp, has been appointed due to his close relationship with MoJ and his depth of experience. James is the Senior Representative from C&W who will sit on the Steering Group and will be MoJ's point of escalation.

John Keyes, Executive Oversight will also be available to MoJ if required.

In terms of senior monitoring of the project, where there are deviations from the plan that are likely to have a significant impact, we will use a process of Exception Reporting and Planning. This will help the Steering Group maintain oversight and understand the full impact of any changes.

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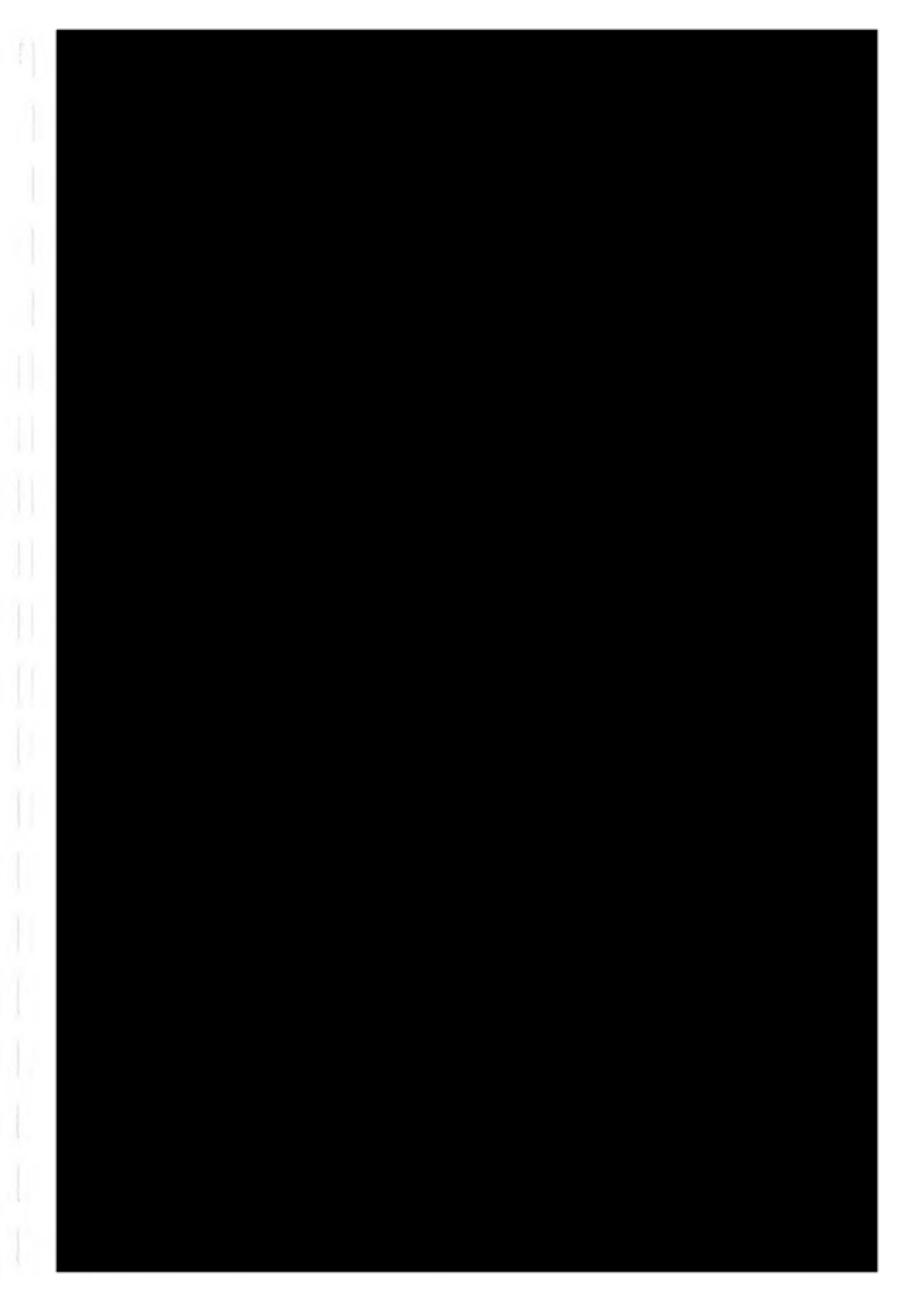
The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author outlines the various methods used for data collection and analysis. These include surveys, interviews, and focus groups. Each method has its own strengths and limitations, and the choice depends on the specific research objectives.

The third section delves into the statistical analysis of the collected data. It covers topics such as descriptive statistics, inferential statistics, and regression analysis. The goal is to identify trends and correlations within the data set.

Finally, the document concludes with a summary of the findings and recommendations. It suggests that further research is needed to explore certain aspects of the study in more detail.

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the 1990s, the number of people in the world who are undernourished has increased from 600 million to 800 million (FAO 2001).

There are a number of reasons for this increase. One of the main reasons is the increase in the world population. The world population has increased from 5 billion in 1987 to 6 billion in 2000, and is projected to reach 9 billion by 2050 (FAO 2001).

Another reason is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day has increased from 1.1 billion in 1987 to 1.5 billion in 2000, and is projected to reach 2 billion by 2050 (FAO 2001).

A third reason is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 3 billion in 1987 to 4 billion in 2000, and is projected to reach 5 billion by 2050 (FAO 2001).

There are a number of reasons for this increase. One of the main reasons is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 3 billion in 1987 to 4 billion in 2000, and is projected to reach 5 billion by 2050 (FAO 2001).

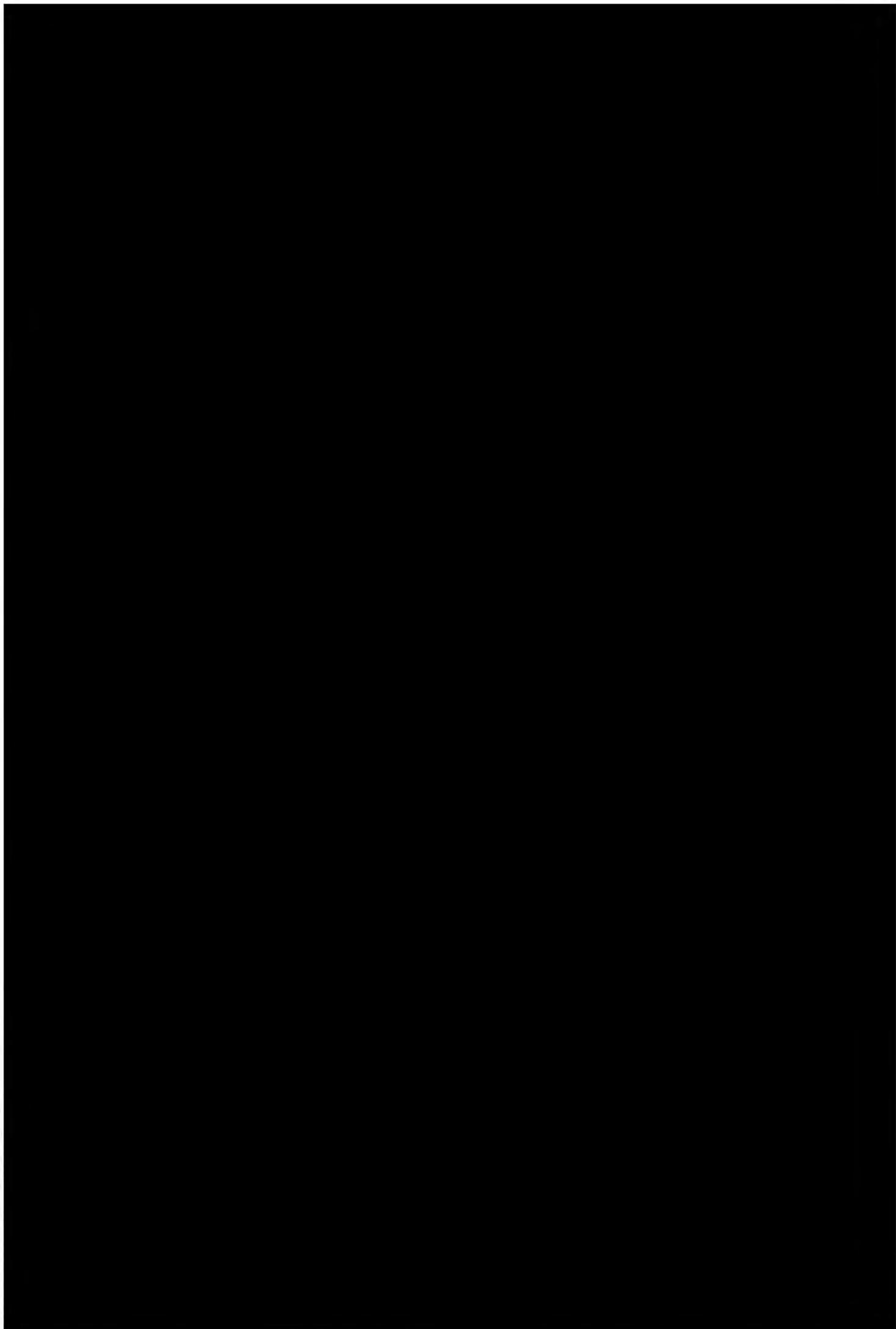
Another reason is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day has increased from 1.1 billion in 1987 to 1.5 billion in 2000, and is projected to reach 2 billion by 2050 (FAO 2001).

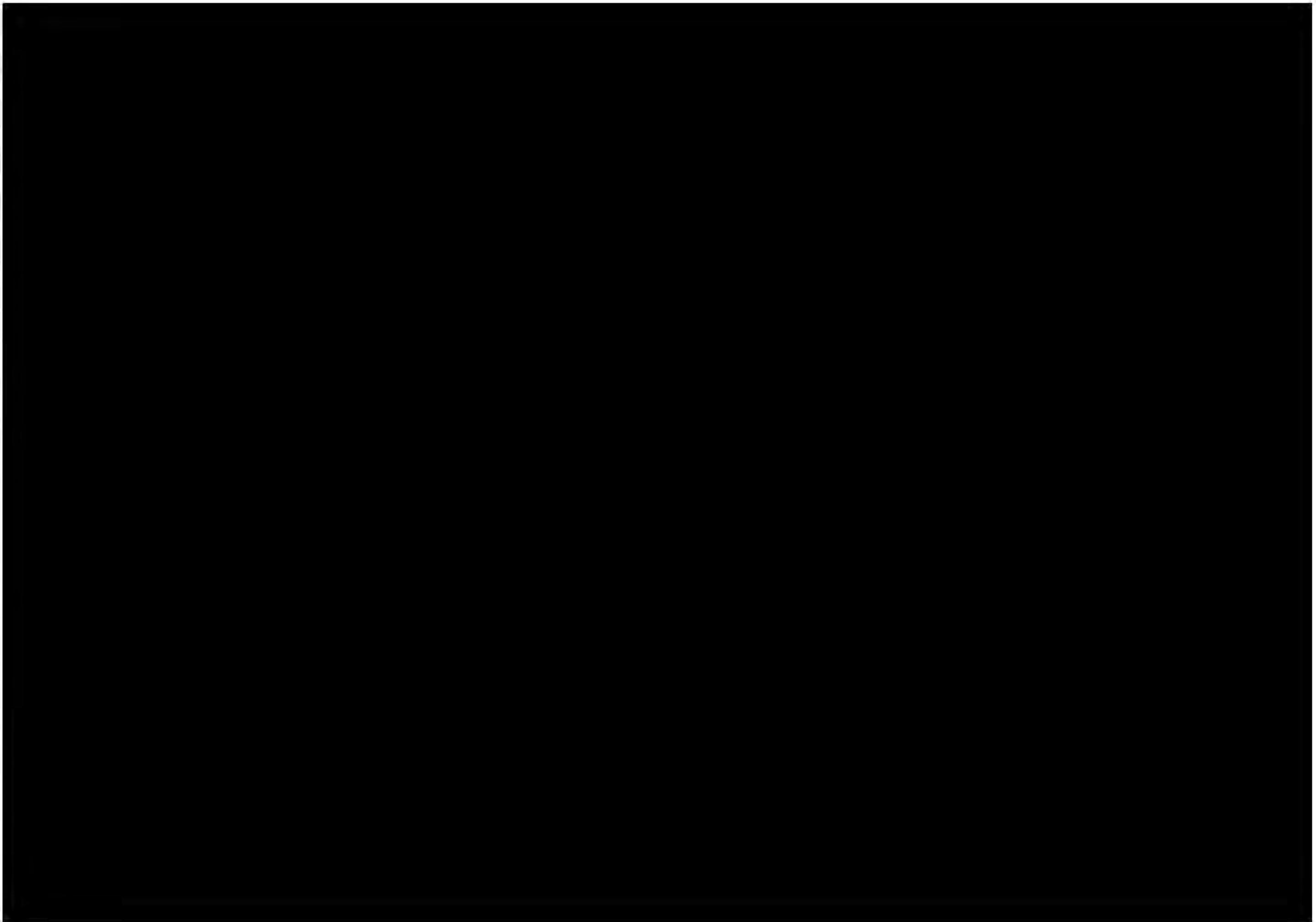
A third reason is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 3 billion in 1987 to 4 billion in 2000, and is projected to reach 5 billion by 2050 (FAO 2001).

There are a number of reasons for this increase. One of the main reasons is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 3 billion in 1987 to 4 billion in 2000, and is projected to reach 5 billion by 2050 (FAO 2001).

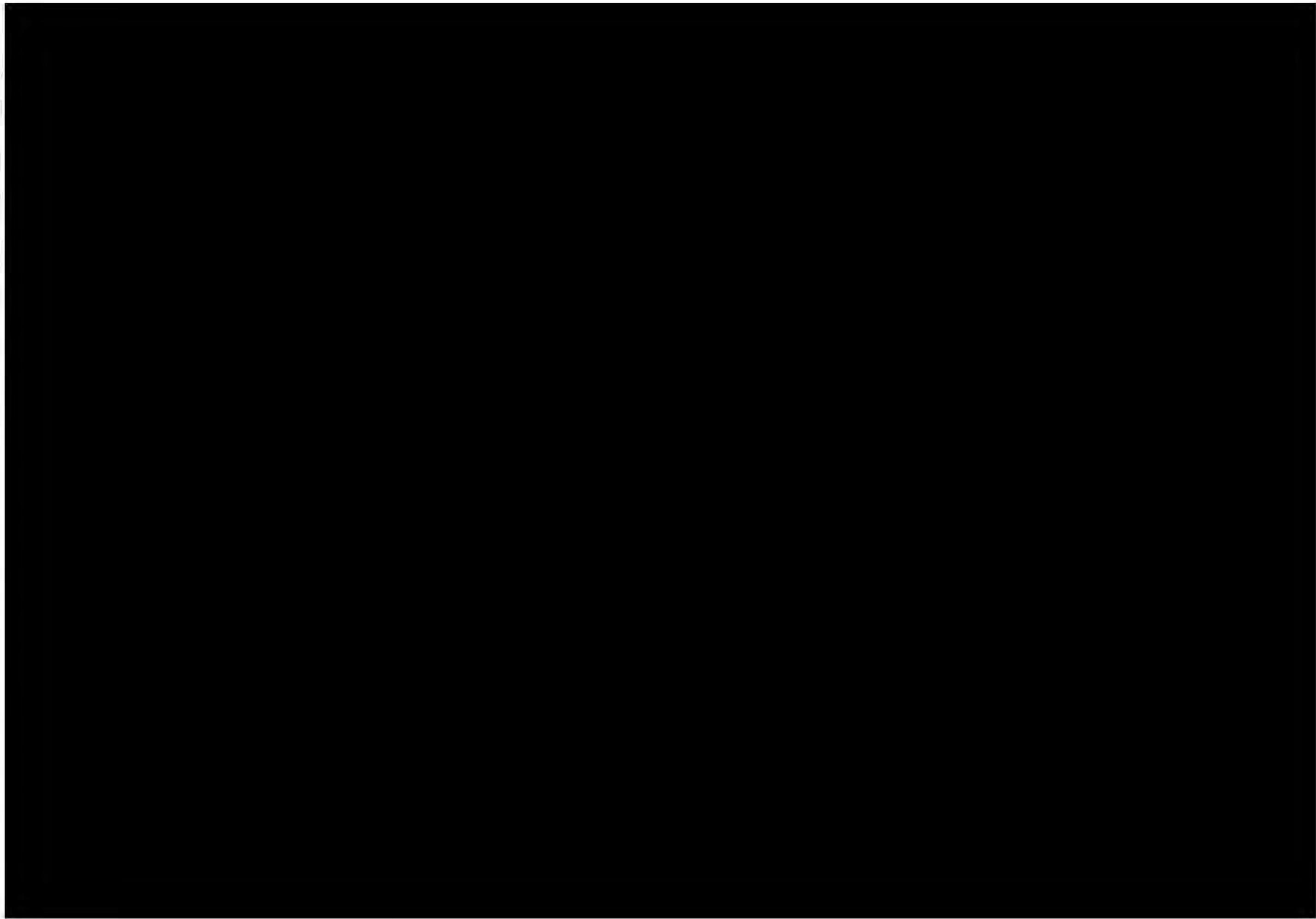
Another reason is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day has increased from 1.1 billion in 1987 to 1.5 billion in 2000, and is projected to reach 2 billion by 2050 (FAO 2001).

A third reason is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 3 billion in 1987 to 4 billion in 2000, and is projected to reach 5 billion by 2050 (FAO 2001).

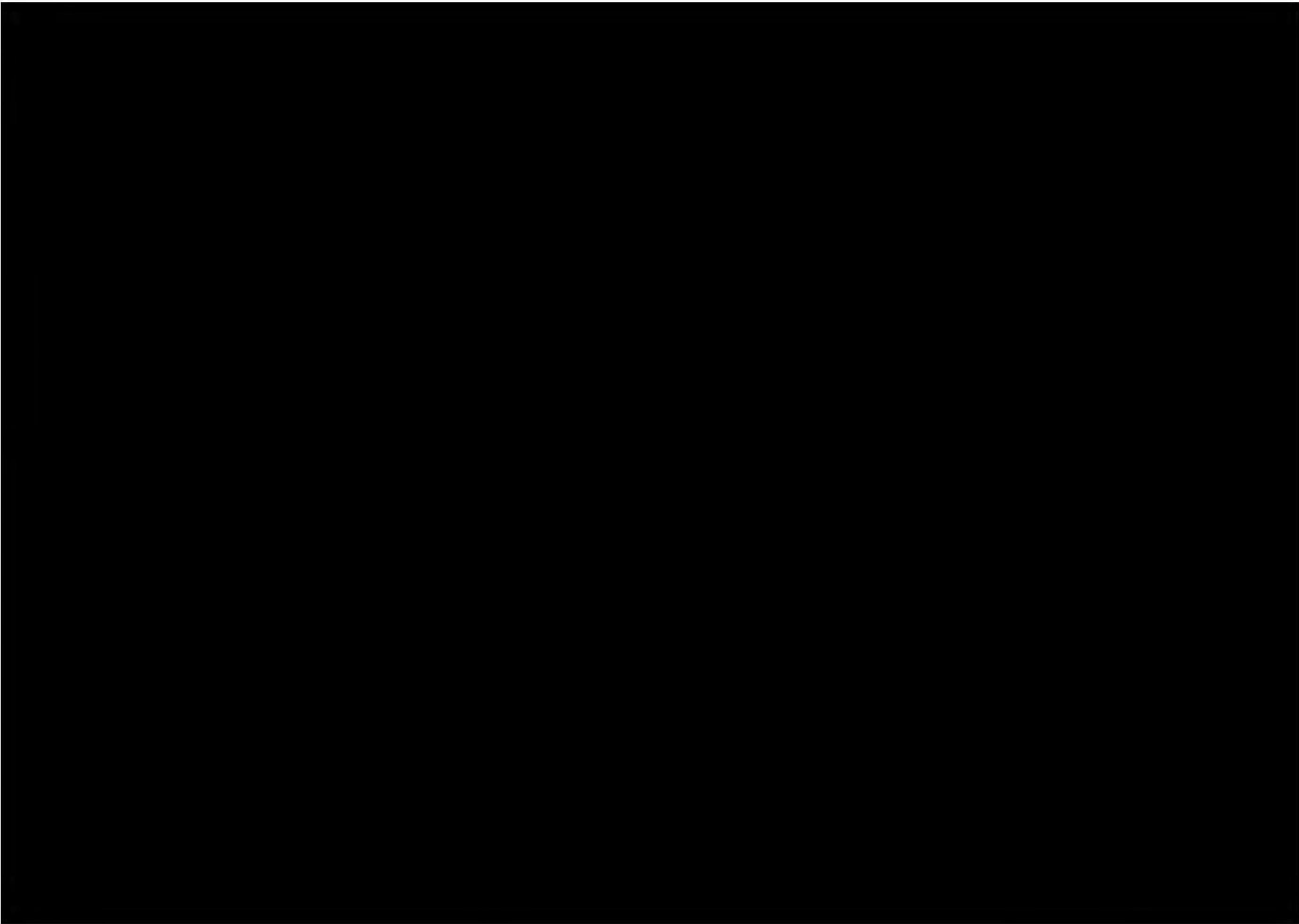








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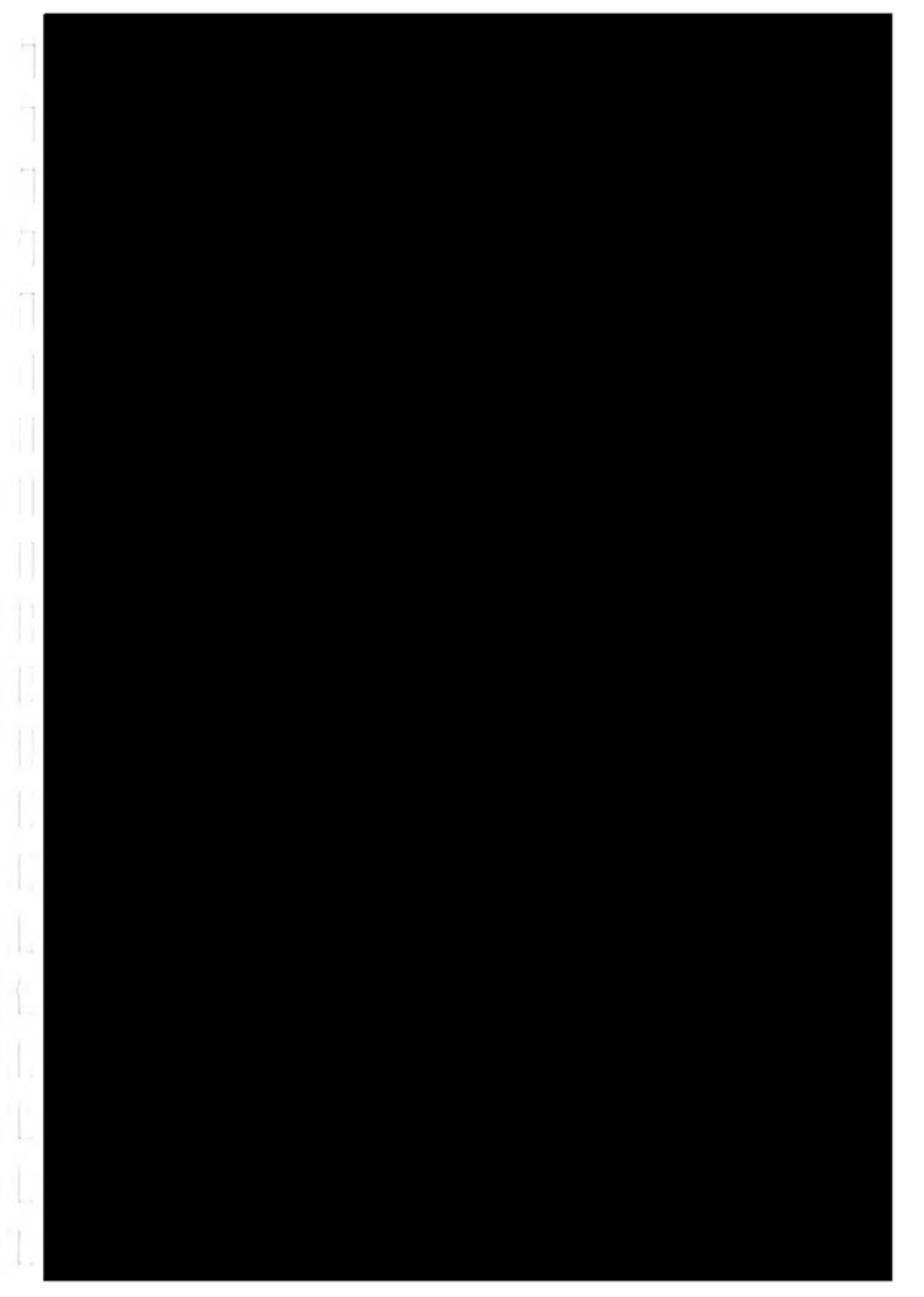
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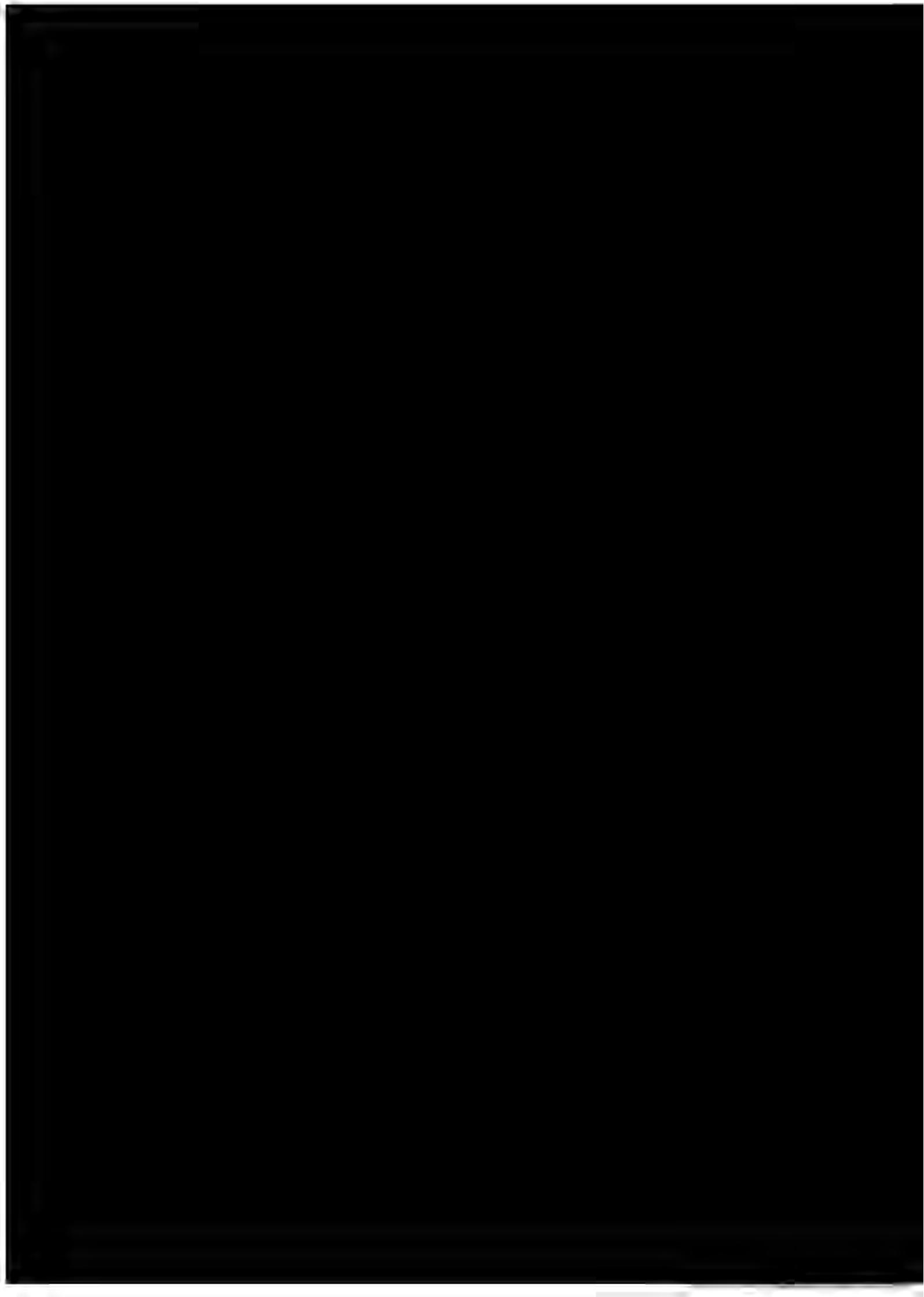
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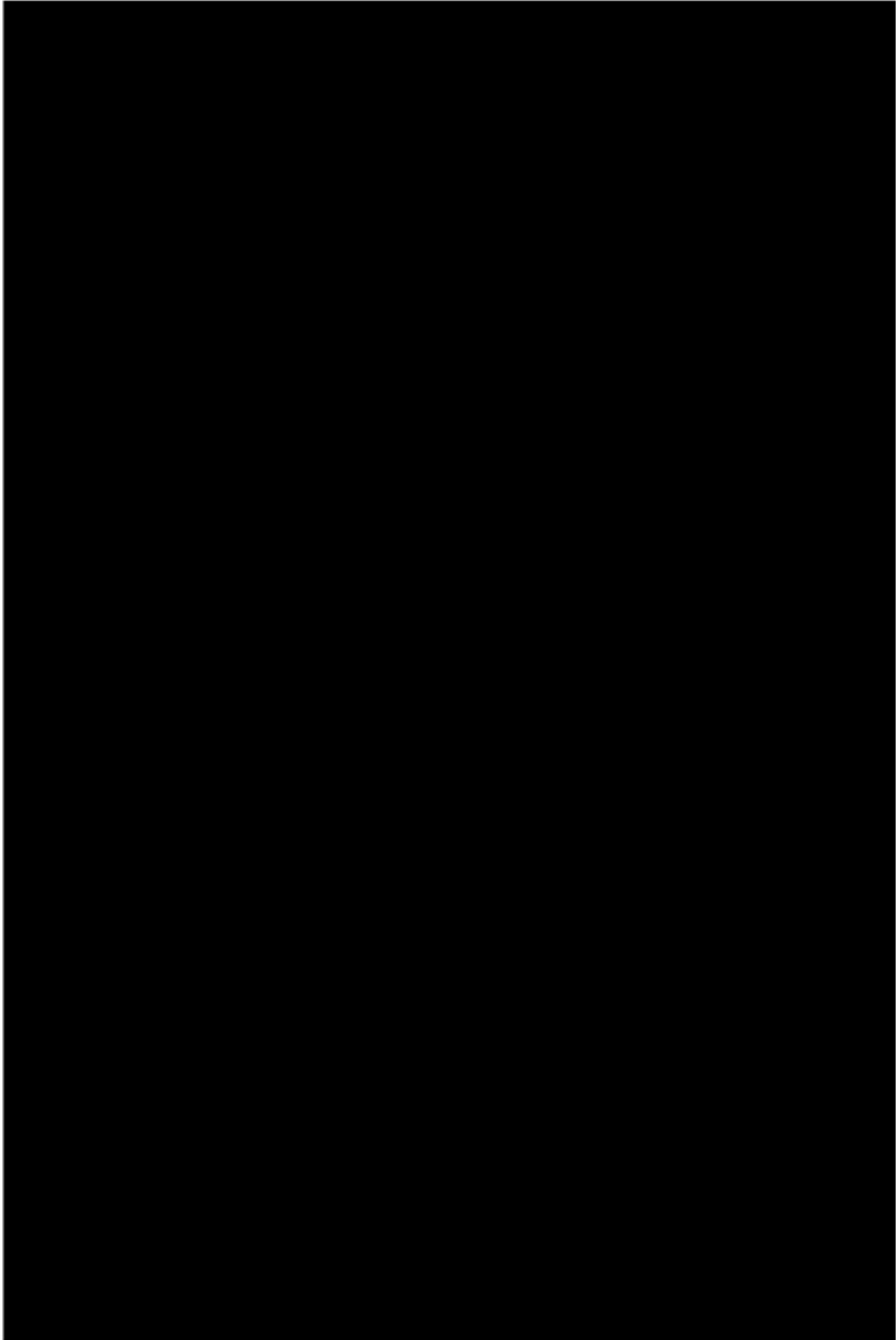
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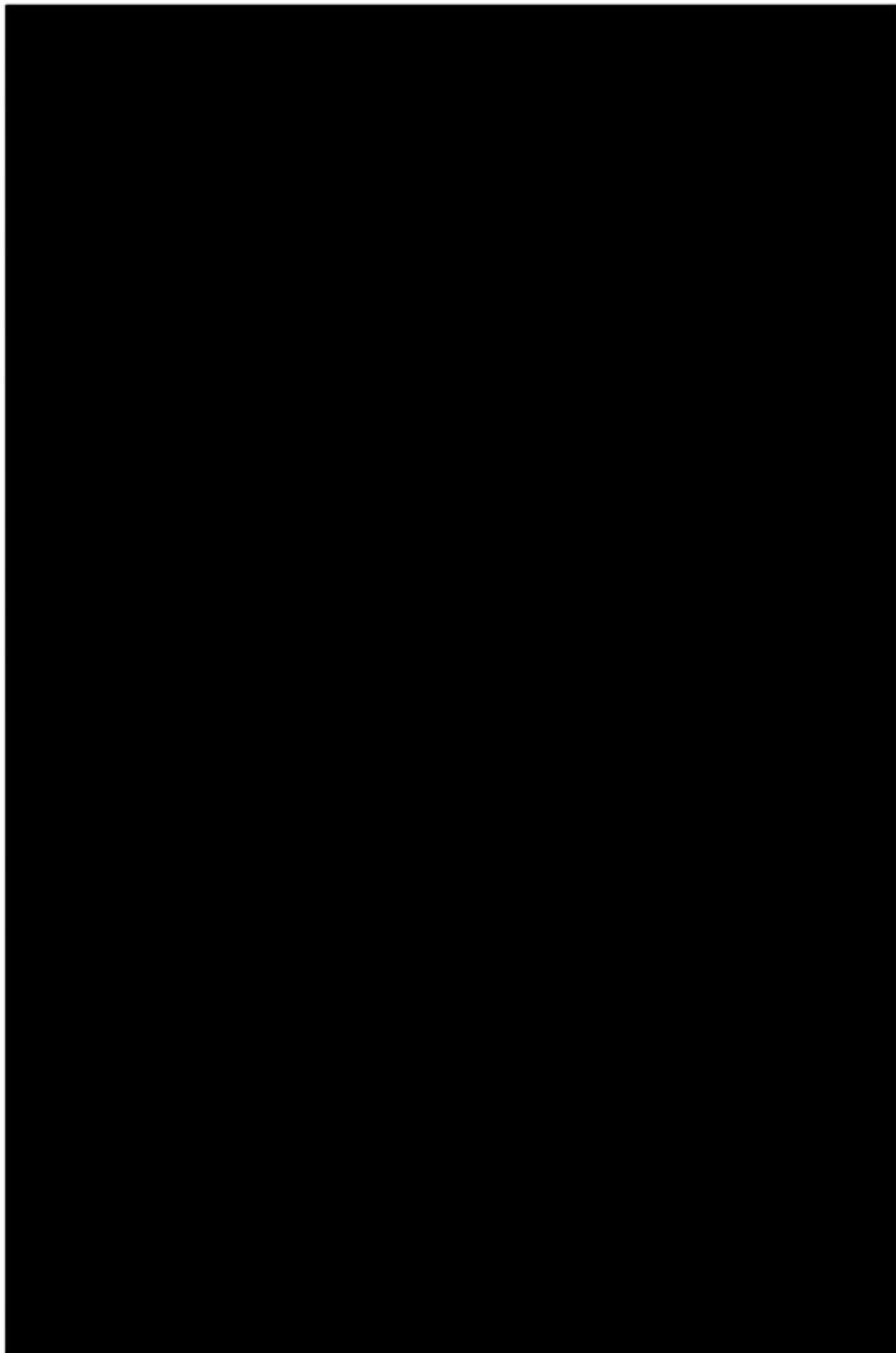




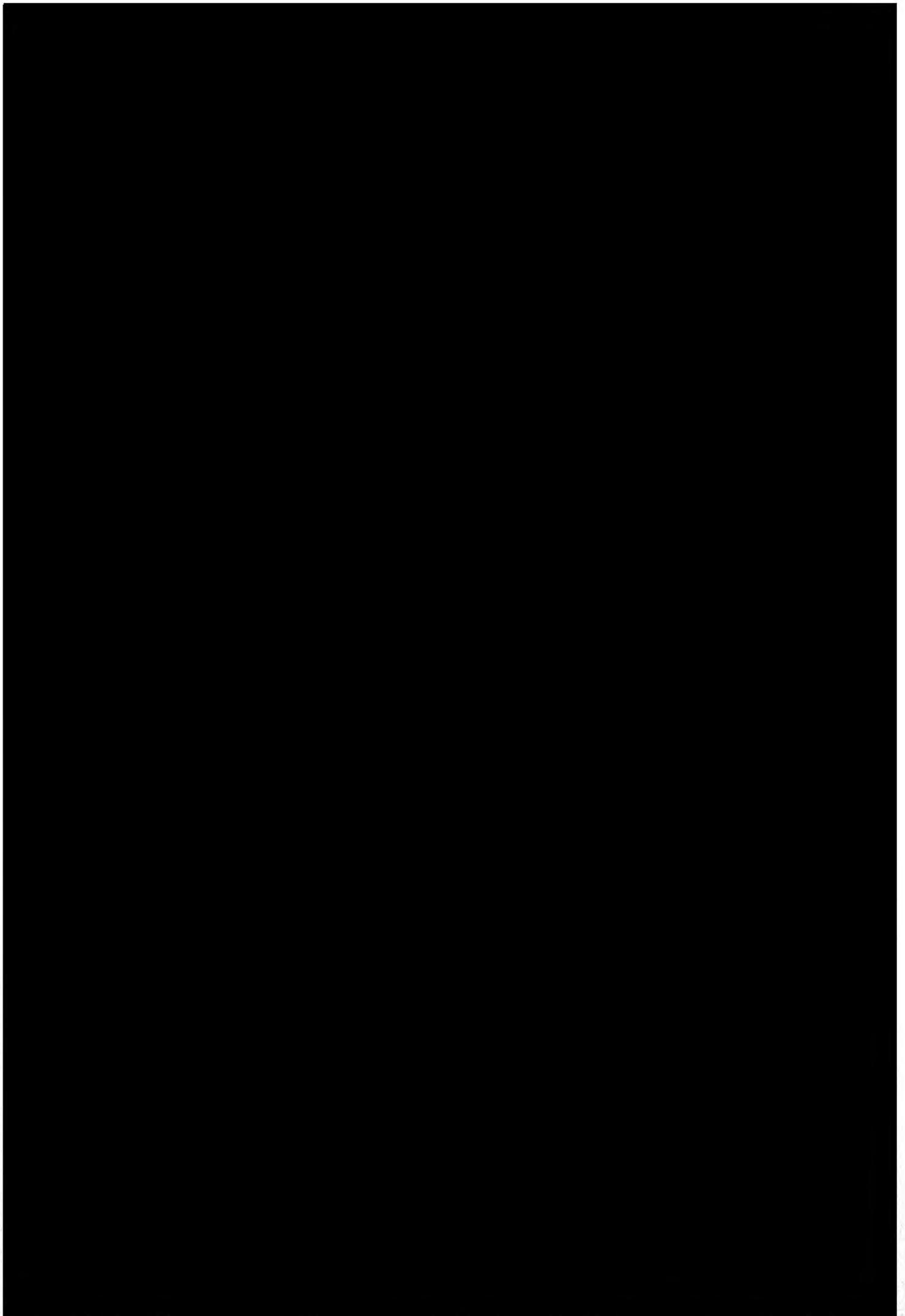


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CALL OFF SCHEDULE 5: TESTING

1. INTRODUCTION

- 1.1 This Call Off Schedule 5 (Testing) sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plans.

2. TESTING OVERVIEW

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy and the Test Plans.
- 2.2 Any Disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

3. TEST STRATEGY

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree) after the Call Off Commencement 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 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; and
 - 3.2.5 the process for the production and maintenance of reports relating to Tests.

4. TEST PLANS

- 4.1 The Supplier shall develop Test Plans for the approval of the Customer as soon as practicable but in any case no later than sixty (60) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) 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;
 - 4.2.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the timetable for the Tests including start and end dates;
 - (b) the Testing mechanism;
 - (c) dates and methods by which the Customer can inspect Test results;
 - (d) the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - (e) the process with which the Customer will review Test Issues and progress on a timely basis; and

- (f) the re-Test procedure, the timetable and the resources which would be required for re-Testing.

4.3 The Customer shall not unreasonably withhold or delay its approval of the Test Plans and the Supplier shall implement any reasonable requirements of the Customer in the Test Plans.

5. TESTING

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

5.2 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer 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.

5.3 If the Supplier successfully completes the requisite Tests, the Customer 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 Services are implemented in accordance with this Call Off Contract.

6. TEST ISSUES

6.1 Where a Test Issue is identified by the Supplier, the Parties shall agree how such Test Issue shall be dealt with and any failure to agree by the Parties shall be resolved in accordance with the Dispute Resolution Procedure.

7. TEST QUALITY AUDIT

7.1 Without prejudice to its rights pursuant to Clause 21 (Records, Audit Access and Open Book Data), the Customer or an agent or contractor appointed by the Customer may perform on-going quality audits in respect of any part of the Testing.

7.2 If the Customer has any concerns following an audit in accordance with paragraph 7.1 above the Customer will discuss such concerns with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities, and subsequently prepare a written report for the Supplier detailing the same to which the Supplier shall, within a reasonable timeframe, respond in writing.

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

8. OUTCOME OF TESTING

8.1 The Customer will issue a Satisfaction Certificate when it is satisfied that a Milestone has been Achieved.

8.2 If any Milestones (or any relevant part thereof) do not pass the Test in respect thereof then;

8.2.1 the Supplier shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the Parties agree that there is sufficient time for that action prior to the relevant Milestone Date; or

8.2.2 the Parties shall treat the failure as a Supplier Default.

ANNEX 1: SATISFACTION CERTIFICATE

To: [insert name of Supplier]
FROM: [insert name of Customer]
[insert Date: dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

[Deliverable(s)/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 Services] between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement 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/Milestones] relating to [] *[insert relevant description of agreed Deliverables/Milestones and/or reference numbers(s) from the Implementation Plan]* have been completed.

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

- 1.1 The contents of this Schedule 6 will be agreed between the Parties during Mobilisation. The Supplier will work with the Authority to ensure the contents of this Schedule are agreed.
- 1.2 This Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) sets out (a) the Service Levels which the Supplier is required to achieve when providing the Services; (b) the mechanism by which Service Level Failures will be managed; and (c) the method by which the Supplier's performance of the Services will be monitored.
- 1.3 The Customer will measure, monitor and manage the Supplier's performance of the Services across seven key areas as set out below.
 - An Approach to Information;
 - Functionality of Systems;
 - Responding to Requests;
 - Reporting;
 - Managing Performance;
 - Assurance and Governance; and
 - Service User Relationships

PART A: SERVICE LEVELS

1. DEFINITIONS

In this Schedule 6 the following definitions shall apply:

“Key Performance Failure” has the meaning given to it in clause 4.4 below;

“Service Level Failure” means a failure to meet or exceed a target specified in relation to a Service Level;

“Service Period” means a specified period of 1 Months commencing on the Services Commencement Date;

“Performance Report” means the report detailing the Supplier’s performance against the Service Levels during the relevant Service Period; and

“Remediation Plan” means the plan proposed by the Supplier for the resolution of a Service Level Failure.

2. GENERAL PROVISIONS

- 2.1 The Supplier shall provide a proactive Call Off Contract manager (“Call Off Contract Manager”) to ensure that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 2.2 The Supplier shall provide a managed service through the provision of a dedicated Call Off Contract Manager where required on matters relating to:
 - 2.2.1 Supply performance;
 - 2.2.2 Quality of Services;
 - 2.2.3 Customer support;
 - 2.2.4 Complaints handling; and
 - 2.2.5 Accurate and timely invoices.

3. PRINCIPAL POINTS

The objectives of the Service Levels are to ensure that the Services are of a consistently high quality and meet the requirements of the Customer.

4. SERVICE LEVELS

- 4.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure.
- 4.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Part A of Call Off Schedule 6 (the “**Service Level Performance Criteria**”) and shall send the Customer a Performance Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call Off Schedule 6.

- 4.3 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels Performance Criteria and associated targets are achieved.
- 4.4 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call Off Contract Period:
 - 4.4.1 is likely to or fails to meet any Service Level Performance Measure or
 - 4.4.2 is likely to cause or causes a Service Level Failure to occur,
 - 4.4.3 the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of this Call Off Contract (Service Levels), may:
 - (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Service Level Failure from taking place or recurring; and
 - (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process.
- 4.5 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE LEVELS PERFORMANCE CRITERIA

All Service Levels are also to be viewed and measured in accordance with the terms of the Call Off Contract and the Specification

Service Level	Title	Description	Target	Rating
EPS01	An Approach to Information	All data, sensitive materials and IT systems are safe, secure and protected. All data and sensitive material are disposed of in line with the Authority's policies. No losses, breaches or failures internally or externally. Non-compliance is reported and documented.	100%	Below Target (BT) or Achieving Target (AT)
EPS02	Functionality of systems	Systems have full functionality and accessibility 24/7 for its users. Any service losses incurred are managed via the helpdesk (and any internal recording processes are followed) to minimise any disruption and ensure resolution in a timely manner.	99%	Below Target (BT) or Achieving Target (AT)

EPS03	Responding to Requests	Requests made to complete actions, make adjustments and alterations or complete ad-hoc reports are completed within the designated timeframe.	95%	Below Target (BT) or Achieving Target (AT)
EPS04	Reporting	Any production of reports should be accurate and submitted in accordance to the outlined timeframes. Any non-compliance is recorded.	95%	Below Target (BT) or Achieving Target (AT)
EPS05	Managing Performance	Performance driven by review discussions, actions, follow up and accountability. Planning and delivery of work to meet submission date timeframes.	90%	Below Target (BT) or Achieving Target (AT)
EPS06	Assurance and Governance	Governance and Treasury related tasks are completed and communicated to the Authority within meeting within specified timeframe. Contractual performance reviews and actions will be agreed and reviewed at agreed intervals.	100%	Below Target (BT) or Achieving Target (AT)

EPS07	Service User Relationships	Satisfaction survey used to measure the day to day service delivered by the Supplier to its service users. Scoring mechanism and feedback tool used to drive service through performance discussions. Actions to be agreed and reviewed.	80%	Below Target (BT) or Achieving Target (AT)
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EPS 01 – An Approach to Information

This Service Level gives attention to data and the IT system that supports it. It focusses on the Supplier's management of data and sensitive information they hold. This includes:

- How it is managed by them;
- How it is stored safely;
- Ensuring protocols in place for protection are followed and tested; and
- How data and information is disposed of.

"All data, sensitive materials and IT systems are safe, secure and protected. All data and sensitive material are disposed of in line with the Customer's policies. No losses, breaches or failures internally or externally. Non-compliance is reported."

Measures (of **equal** 25% weighting to the overall score of EPS 01) are as follows:

- A. IT breaches;
 - Any breaches in the Suppliers IT system are to be reported within 24 hours of occurrence to the Authority.
 - The target is 0 for breaches.

- B. No loss of data or breaches in confidentiality;
 - Any loss of information (this includes hard copy and soft copy) to be reported to the Authority within 24 hours of the Suppliers internal notification.
 - Any breach in confidentiality to be reported within 24 hours of occurrence.
 - The target for confidentiality breaches and data losses is 0.

- C. Software is updated in line with security policies;
 - The Supplier's software is protected whereby its system is tested for penetration and resilience – ensuring its security measures are up to date. These should be in line with the Authority's policies.
 - Software updates and security testing of systems should be recorded. Results and actions should be submitted to the Authority within 10 working days. Failure to do so will result in a 'fail' in this section.
 - The target for maintaining the system in accordance with the Authority's policies is 100%.

- D. Data is disposed of in line with the Customer's policies.
 - The Supplier will ensure that any information that is no longer required by them is disposed of safely and follows the Authority's policies regarding this.
 - The Supplier will ensure that any equipment being replaced is free of sensitive material prior to it being disposed of.
 - System cleanse and equipment replacements should be logged and the Authority may choose to request this.
 - The target for discarding information in line with the Customer's policies is 100%.

EPS 02 – The Functionality of Systems

The purpose of this Service Level is to measure the Supplier's capability of delivering services through its system. This pays attention to the robustness and resilience of the system in place for its service users. This would include:

- How functional the system in place is;
- How accessible it is to its users;
- New employees gain access in a timely manner;
- Departing employees have access removed;
- Any loss of service procedures are followed; and
- Equipment is audited, tested and replaced accordingly.

"Systems have full functionality and accessibility 24/7 for its users. Any service losses incurred is managed via the helpdesk (and any internal recording processes are followed) to minimise any disruption. Equipment is fit for purpose."

Measures (weighting as set out below to the overall score of EPS 02) are as follows:

- A. No unplanned loss of service (35%);
 - Any service loss is reported to the Supplier's internal helpdesk and any internal procedures for recording service losses or resolving issues is followed.
 - Any service outages are recorded and submitted quarterly to the Authority in their Availability Report - this should include the length of loss that occurred and actions taken as a result, including any lessons learnt.
 - The target for loss of services is 1%.
- B. Undertake a quarterly security audit (35%);
 - The Supplier shall audit their system to confirm their system settings.
 - The Supplier should submit its findings to the Customer within 10 working days of the audit.
 - The Supplier will work with the Customer to confirm actions to resolve any issues from the audit and complete any required method statements.
 - The target for completing the security audit and submitting the report is 100%.
- C. The system users' access (30%);
 - New system users are set up prior to their onboarding process.
 - Departing employees to have their access to systems removed within 24 hours of departure.
 - The target for maintaining and adhering to compliance for system users access is 100%.

EPS 03 – Responding to Requests

The following Service Level lends itself to explore the service delivered by the Supplier in relation to their response to requests made by the Authority and completing necessary administrative duties. This would include but is not limited to:

- Ensuring requests made by the Customer for adjustments to be made to reports are done so within the specified timescale;
- Any requests for report alterations are completed in the agreed timeframe;
- Additional ad-hoc work reports are completed on time;
- Response to tenant queries are addressed in accordance with the outlined timeframe; and
- Any lease queries.

“Requests made to complete actions, make adjustments and alterations or complete ad-hoc reports are completed within the designated timeframe.”

Measures (of equal 25% weighting to the overall score of EPS 03) are as follows:

A. Adjustments to reports requested by the Customer;

- Any adjustments to accounts to be made within 5 working days.
- Any adjustments to the general ledger made within 5 working days.
- Any adjustments following relevant fixed asset transactions (acquisitions/disposals) to be processed within 5 working days post receipt of paper work i.e. completion statement, SPA etc.
- Any other adjustment request by the Customer should be submitted within 5 working days.
- The target for completing adjustments within 5 working days is 95%.

B. Completion of Ad-hoc reports and Other Matters;

- The Customer can request the Supplier to complete ad-hoc reports. These should be submitted within 5 working days.
- The Supplier to respond to parliamentary question requests within 24 hours unless a shorter timescale is required i.e. 4 hours for a same day request.
- Respond to all Freedom of Information requests within the agreed timeframe – authorised by the Account Manager (The Authority must respond within 20 working days).
- Any other requested report within 5 working day.
- The target for completion of ad-hoc requests is 95%.

C. Lease Queries;

- Respond to notices required by the lease and/or statute, having regard to any alternative strategy agreed with the service users’ representative – this would be within an individually specified timescale.
- Tenant queries and requests for information in regards to issued demands to be responded to within 5 working days.
- Any other requested report within 5 working days.

- The target for completion is 95%.

D. E-PIMS

- The Electronic Property Information Management System (E-PIMS) updates should be completed within 5 working days of notification as per the Cabinet Office Mandate.
- This includes new lease updates, removal of a property (archived), landlord change and any other event during the property's life under the contract.
- The target is 95%.

EPS 04 – Reporting

This Service Level explores the reports that the Supplier will be required to produce and the timescales they are required within. The reports will be presented in an agreed format and should be presented accurately each time they are submitted. This would include but not limited to:

- Producing the defined list of reports within the specified timescales;
- Data and Information reports;
- Adhere to statutory timescales for rating returns;
- Building surveying reports;
- Planning matters;
- Lease Breaks; and
- Identifying dilapidations.

“Any production of reports should be accurate and submitted in accordance to the outlined timeframes. Any non-compliance is recorded.”

Measures (of **equal** 20% weighting to the overall score of EPS 04) are as follows:

A. Ratings

- Claiming of relevant property interests (with current provider). Within 20 working days.
- Appeal evidence of plan vs progress measured against the agreed programme of rate appeals, reviews and other related activity to be submitted upon request (maximum 3 months).
- Rating returns to be completed within the statutory 56 days.
- The target is 95%.

B. Finance Reporting

- Budget Forecast report by the end of September annually.
- Monthly accounting reports within 14 working days of the end of the calendar month.
- Estate Management Rent Budget Information report as agreed with the Finance Team.

- Quarterly accounting reports within 14 working days of the end of the English quarter.
- The target is 95%.

C. Tenant and Lease Reports

- Lease Expiry reports to be produced (to include the forecast 24 months) and submitted on a rolling programme of 24 months - 5 working date prior to the scheduled monthly meetings.
- Break reports (including the options for the forecast 24 months) should be submitted monthly on a rolling programme of 24 months - 5 working date prior to the scheduled monthly meetings.
- Casework report (including all casework high level and low level not covered within expiries and breaks) submitted 5 working dates prior to the scheduled monthly meeting.
- The target for report submissions is 95%.

D. Data and Information Reports

- TBC
- All data and information reports requested to be submitted within (TBC).
- The target is [X%]. [TBC]

E. Other

- Any other report that is requested by the Authority within 5 workings unless otherwise agreed in writing.
- The target for report submission on time is 95%.

EPS 05 – Managing Performance

An Introduction to Managing Performance looks at the activity that is reviewed and discussed at the quarterly meetings with the Suppliers. Planning of future works and compliance of any planned works will be explored. This will include but is not limited to:

- Break options;
- Lease terminations;
- Lease regear;
- Lease notice responses; and
- Any actions that arise from meetings are addressed and assigned to individuals.

“Performance driven by review discussions, actions, follow up and accountability. Planning and delivery of work to meet submission date timeframes.”

Measures used (weightings specified below to produce an overall score of EPS 05) are as follows:

A. Meeting Actions (35%);

- Meeting actions agreed within the specified 5 working days.
- Actions to be updated at their succession meeting i.e. monthly, quarterly etc.

- All meeting actions to have a completion date forecast.
- All meeting actions to have an action owner.
- As previously mentioned within other Service Levels - meeting minutes to be submitted to the Authority within 10 working days.
- The target for actions is 90%.

B. Property Transactions (35%)

- All rent reviews are completed by their individual deadlines.
- Rent review settlements should be completed within 6 months after their review date or unless specified by the service users representative.
- All sub tenant charges should be collected and paid by their due date (dates individually specified including MOTO's, licences to occupy and sub leases etc.)
- Building Surveys to be completed no later than 1 calendar month prior to the lease expiry – unless this is agreed with the service users representative.
- The target is 90%.

C. Other (30%)

- Evidence of completing property inspections to ensure attention is paid to potential dilapidations liabilities of tenants – made available at the Authority's request.
- Any other requests issued by the Authority to be completed within 5 working days unless agreed in writing.
- Target set is 90%.

EPS 06 – Assurance

This Service Level covers an insight into the Supplier's day to day Governance and also its Assurance in relation to Treasury Function. This would include:

- How Governance is managed and recorded;
- Due diligence in relation to action planning;
- Actions are assigned and completed;
- What system/measures are in place to deliver Treasury Function

"Related tasks are completed and communicated to the Customer within meeting within specified timeframe. Contractual performance reviews and actions will be agreed and reviewed at agreed intervals."

Measures used (weightings specified below for the combined overall score of EPS 06) are as follows:

A. Meeting minutes submitted to the Customer (35%);

- Governance meetings to occur monthly, quarterly and annually for each operational area.
- These meetings should be held at appropriate times and evenly spaced.
- Distribution of meeting minutes should be disseminated to appropriate personnel teams within 5 working days.

- Meeting minutes should have actions, review dates and action owners assigned.
 - Meeting minutes to be submitted to the Customer within 10 working days.
 - Target for achieving compliance with timescales is 100%.
 - Target for meetings occurring is 100%.
- B. The Treasury Function is accurately reported, maintained and error free (35%).
- The Supplier will accurately record information in relation to each individual property.
 - Property invoices issued by the Supplier should be accurate.
 - Production of Management Accounts to be submitted to the Customer within 10 working days of months end.
 - All balance sheets to be reconciled as a minimum on a monthly basis and made available at the Customer's request.
 - No duplication of invoices.
 - No fraudulent invoices submitted.
 - The target set for Treasury Function is 100% compliance.
- C. Cabinet Office and HM Treasury deadlines are adhered to (30%);
- Monthly, quarterly and annual report deadlines set by the Cabinet Office and HM Treasury are achieved.
 - This would include any requests for alterations to accounts (within 5 working days), alterations to general ledger (5 working days) and any reporting deadlines set for estimates or budgets.
 - The target for achieving HM Treasury and Cabinet Office deadlines is 100%.

EPS 07 – Service User Relationships

This Service Level seeks to explore the working relationships between the Customer, and the Supplier. A keen focus to have a collaborative, transparent and productive relationship between the Customer and the Supplier and those the Supplier interacts with on-site visits has been made in this Service Level. This would include:

- Seeking out feedback from sites;
- Encouraging 360 feedback through the Supplier's workforce; (TBC)
- Use feedback and service user scores to create a 'true' reflection of ongoing satisfaction from the field;
- Give timely observations;
- Utilise the quarterly review time to focus on developing service from feedback raised;
- Produce action plans to work towards; and
- Encourage a steady increase in response rates.

"Satisfaction survey used to measure the day to day service delivered by the Supplier to its service users. Scoring mechanism and feedback tool used to drive service through performance discussions. Actions to be agreed and reviewed."

Measures used (of **equal** 50% weighting to the overall score of EPS 07) are as follows:

A. Site visit questionnaires to be completed;

- Service users to complete a short questionnaire regarding the site visit they encountered from the Supplier this includes employees or sub contactors.
- Questionnaire to be submitted online and automatically updates.
- Scores will be 'live' and up to date for quarterly review discussions.
- Communication to be sent to the 7 Departments to disseminate to their teams.
- The Customer will gather and share feedback and service user scores in the form of a dashboard.
- The Customer will give the Supplier access to review their scores and feedback.
- Feedback will be correlated and placed on the quarterly review agenda.
- Target for service user scores is 80%.

B. Service User Feedback Actions;

- Quarterly Review Agenda to include discussion to agree actions (if required) raised from on-site questionnaire.
- Actions to be collaboratively agreed and reviewed at next meeting.
- Target for completing previous actions is 90%.
- The Supplier will communicate any complaints raised to them and actions taken to resolve it at quarterly reviews.
- The Supplier should follow their internal complaints procedures for resolving complaints.
- Target for complaints to be below X per quarter (TBC).

The service user questionnaire that is referenced to be completed by the service users is accessible here:

https://forms.office.com/Pages/ResponsePage.aspx?id=KEeHxu2x_kGp4S6MNndq2KbM62KApCdNg5VYhp2JajUO01YVVFaRihHR1dFWEQxTkNJOEFSzMO0My4u

PART B: PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Services:
 - 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").

2. REPORTING OF SERVICE FAILURES

- 2.1 The Supplier shall report all failures to achieve Service Levels and any Service Level Failure to the Customer in accordance with the processes agreed this Call Off Schedule 6.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 Within five Working Days of the end of each Service Period, the Supplier shall provide the Customer with a Performance Report in a format and manner acceptable to the Customer detailing its performance in respect of each of the Service Levels during that Service Period.
- 3.2 If the Performance Report indicates that there is a Service Level Failure, the Supplier shall:
 - 3.2.1 state the fact that there has been a Service Level Failure and identify the causes which underlie that Service Level Failure;
 - 3.2.2 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.3 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 such other details as the Customer may reasonably require from time to time;
 - 3.2.6 provide the Customer with a Remediation Plan in accordance with paragraph 4;
 - 3.2.7 deploy all reasonable resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and
 - 3.2.8 carry out the actions identified in Remediation Plan in accordance with its terms.
- 3.3 The Customer and the Supplier shall have regular quarterly meetings to monitor and review the performance of the Call Off Contract, the achievement of the Service Levels and the provision of the Services. Such meetings shall be minuted and copies of those minutes shall be circulated to and approved by both parties.
- 3.4 The quarterly meeting shall, in particular, review the relevant Performance Reports.

4. REMEDIATION PLAN

- 1.1 If there is a Performance Failure on any Service Levels the Supplier shall promptly prepare a Remediation Plan in a timescale to be agreed with the Customer and provide a copy of that plan to the Customer.

- 1.2 The Supplier (at its cost) shall implement the actions set out in the Remediation Plan and any other actions requested by the Customer as soon as reasonably practicable and with all due skill, care and diligence. The failure is expected to be addressed within the next Service Period.
- 1.3 Where a Service Level Failure continues during a further Service Period despite implementation of a Remediation Plan, the Supplier shall consider what steps should be taken to remedy further Service Level Failures and shall implement such actions as part of a revised Remediation Plan to ensure it is resolved to the Customer's satisfaction by an appropriate point within the second Service Period.
- 1.4 Where the performance failure continues or reoccurs in [3] Service Periods this will then be classed as a Key Performance Failure ("**Key Performance Failure**").

2. KEY PERFORMANCE FAILURE

- 2.1 If there is a Key Performance Failure, the Customer shall be entitled to terminate the Call Off Contract.
- 2.2 The Customer shall not be entitled to terminate for any Key Performance Failure which arises in the first six months following the Call Off Commencement Date.

3. CHANGES TO SERVICE LEVELS

- 3.1 Not more than once per calendar year, each party may discuss changes to Service Levels and/or KPIs. Any proposed changes to the Service Levels shall be determined in accordance with the change mechanism under the Call Off Contract.

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.
- 4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with the requirements of this Call Off Contract.
- 4.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).
- 4.4 The service user questionnaire that is referenced to be completed by the service users is accessible here:

https://forms.office.com/Pages/ResponsePage.aspx?id=KEeHxuZx_kGp4S6MNndq2KbM6ZKAnCdNg5VYhp2JajJUQ01YVVFaRihHR1dFWEQxTkNJOEFFSzMOMy4u

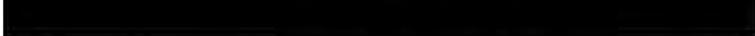
CALL OFF SCHEDULE 7: SECURITY

5. DEFINITIONS

5.1 In this Call Off Schedule 7, the following definitions shall apply:

"Breach of Security"	means the occurrence of: <ul style="list-style-type: none">a) any unauthorised access to or use of the Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract, <p>in either case as more particularly set out in the security requirements in the Security Policy;</p>
"ISMS"	the information security management system and process developed by the Supplier in accordance with paragraph 7 (ISMS) as updated from time to time in accordance with this Schedule 7; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

6. INTRODUCTION

- 6.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met.
- 6.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 6.2.1 
 - 6.2.2 
- 6.3 If the persons named in paragraphs 6.2.1 and **Error! Reference source not found.** are included as Key Personnel, Clause 26 (Key Personnel) shall apply in relation to such persons.
- 6.4 The Customer shall clearly articulate its high-level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 6.5 Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.
- 6.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Customer Data and any system that could directly

or indirectly have an impact on that information, and shall ensure that Customer Data remains under the effective control of the Supplier at all times.

- 6.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Customer.
- 6.8 The Customer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Customer's security provisions represents an unacceptable risk to the Customer requiring immediate communication and co-operation between the Parties.

7. ISMS

- 7.1 The Supplier shall develop and submit to the Customer for the Customer's Approval, within ten (10) working days after the Call Off Commencement Date or such other date as agreed between the Parties, an information security management system for the purposes of this Call Off Contract, which shall comply with the requirements of paragraphs 7.3 to 7.5 of this Call Off Schedule 7 (Security).
- 7.2 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 7.3 The ISMS shall:
- 7.3.1 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Customer Premises, the Sites, any ICT, information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract;
 - 7.3.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 11;and
 - 7.3.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Call Off Contract;
 - (b) as a minimum demonstrates Good Industry Practice;
 - (c) complies with the Security Policy;
 - (d) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/255910/HMG_Security_Policy_Framework_V11.0.pdf ;
 - (e) takes account of guidance issued by the Centre for Protection of National Infrastructure on Risk Management
http://www.cpni.gov.uk/Documents/Publications/2005/2005003-Risk_management.pdf

- (f) complies with HMG Information Assurance Maturity Model and Assurance Framework <http://www.cesg.gov.uk/publications/Documents/iamm-assessment-framework.pdf>
 - (g) meets any specific security threats of immediate relevance to the Services and/or Customer Data; and
 - (h) complies with the Customer's ICT policies:
 - 7.3.4 document the security incident management processes and incident response plans;
 - 7.3.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware; and
 - 7.3.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Customer in advance of issue of the relevant Security Management Plan).
- 7.4 Subject to Clause 34 of this Call Off Contract (Security and Protection of Information) the references to Standards, guidance and policies contained or set out in paragraph 7.3 of this Call Off Schedule 7 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 7.5 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in paragraph 7.3 of this Call Off Schedule 7, the Supplier shall immediately notify the Customer Representative of such inconsistency and the Customer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 7.6 If the ISMS submitted to the Customer pursuant to paragraph 7.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the ISMS is not Approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission of the ISMS to the Customer. If the Customer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph 7 of this Call Off Schedule 7 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in paragraphs 7.3 to 7.5 of this Call Off Schedule 7 shall be deemed to be reasonable.
- 7.7 Approval by the Customer of the ISMS pursuant to paragraph 7.6 of this Call Off Schedule 7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

8. SECURITY MANAGEMENT PLAN

- 8.1 Within ten (10) Working Days after the Call Off Commencement Date, the Supplier shall prepare and submit to the Customer for Approval in accordance with paragraph 8 of this Call Off Schedule 7 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of paragraph 8.2 of this Call Off Schedule 7.
- 8.2 The Security Management Plan shall:
- 8.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 8.2.2 comply with the Security Policy;
 - 8.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Call Off Schedule 7 is complied with by the Supplier;
 - 8.2.4 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Services, processes associated with the delivery of the Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;
 - 8.2.5 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
 - 8.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Call Off Schedule 7 (including the requirements set out in paragraph 7.3 of this Call Off Schedule 7);
 - 8.2.7 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Call Off Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties.
 - 8.2.8 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 8.2.9 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.
- 8.3 If the Security Management Plan submitted to the Customer pursuant to paragraph 3.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule

7. If the Security Management Plan is not approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission to the Customer of the Security Management Plan. If the Customer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph may be unreasonably withheld or delayed. However, any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 8.2 of this Call Off Schedule 7 shall be deemed to be reasonable.

8.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 8.3 of this Call Off Schedule 7 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

9. AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN

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

- 9.1.1 emerging changes in Good Industry Practice;
- 9.1.2 any change or proposed change to Services and/or associated processes;
- 9.1.3 any changes to the Security Policy;
- 9.1.4 any new perceived or changed security threats; and
- 9.1.5 any reasonable change in requirement requested by the Customer.

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

- 9.2.1 suggested improvements to the effectiveness of the ISMS;
- 9.2.2 updates to the risk assessments;
- 9.2.3 proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security; and
- 9.2.4 suggested improvements in measuring the effectiveness of controls.

9.3 Subject to paragraph 9.4 of this Call Off Schedule 7, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to paragraph 9.1 of this Call Off Schedule 7, a Customer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Customer.

9.4 The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the

purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.

10. SECURITY TESTING

- 10.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Services so as to meet the Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 10.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such Security Tests (in a form approved by the Customer in advance) as soon as practicable after completion of each Security Test.
- 10.3 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Call Off Contract, the Customer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Customer may notify the Supplier of the results of such tests after completion of each such test. If any such Customer's test adversely affects the Supplier's ability to deliver the Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Customer's test.
- 10.4 Where any Security Test carried out pursuant to paragraphs 10.2 or 10.3 of this Call Off Schedule 7 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Customer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Customer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Security) to this Call Off Schedule 7) or the requirements of this Call Off Schedule 7, the change to the ISMS or Security Management Plan shall be at no cost to the Customer.
- 10.5 If any repeat Security Test carried out pursuant to paragraph 10.4 of this Call Off Schedule 7 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Call Off Contract.

11. ISMS COMPLIANCE

- 11.1 The Customer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy.
- 11.2 If, on the basis of evidence provided by such security audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or the Security Policy are not being achieved by the Supplier, then the Customer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Customer shall have the right to obtain an independent audit against these standards in whole or in part.
- 11.3 If, as a result of any such independent audit as described in paragraph 11.2 of this Call Off Schedule 7 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Customer in obtaining such audit.

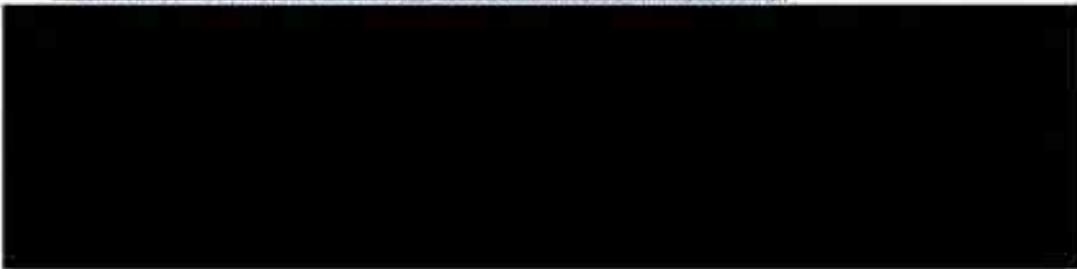
12. BREACH OF SECURITY

- 12.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 12.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 12.1 of this Call Off Schedule 7, the Supplier shall:
- 12.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Customer Property and/or Customer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Services so as to meet the relevant Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for such period as the Customer, acting reasonably, may specify by written notice to the Supplier;
 - (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure;
 - (e) supply any requested data to the Customer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Customer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - (f) as soon as reasonably practicable provide to the Customer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or the

potential or attempted Breach of Security, including a root cause analysis where required by the Customer.

- 12.3 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 ISMS with the Security Policy or the requirements of this Call Off Schedule 7, then any required change to the ISMS shall be at no cost to the Customer.

ANNEX 1: SECURITY POLICY

- MoJ Corporate Security Policy
 - MoJ Building Security Pass
 - IT Security Incident Management Policy
 - IT Security Incident Management Plan and Policy
 - Staff Security and Responsibilities
 - ICT Security Guide (<https://intranet.justice.gov.uk/guidance/security/it-computer-security/ict-security-policy-framework/moj-ict-security-guide/>)
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Ministry of JUSTICE

Corporate Security Policy

Policy Statement

The Ministry of Justice adheres to the HMG Security Policy Framework (SPF) and complies with its mandatory requirements, establishing a clear framework across MOJ for the identification, assessment and management of security risks in a way that:

- Is clear, available and understood by staff and delivery partners
- Is embedded into business plans and processes
- Enables business operations whilst providing protection, and
- Provides a basis for enforcement and assurance
- Complies with relevant legislation

Our security arrangements are designed to

- protect staff and those who use or visit our premises, or provide services on our behalf, from injury or harm;
- protect the Department's property and equipment from loss or damage;
- maintain the confidentiality, availability and integrity of information; and thereby
- enable and maintain service delivery and public confidence.

We will do this by identifying the threats, assessing the associated risks and introducing proportionate protective measures.

Who does it apply to?

This policy statement establishes the general security framework for the whole of the Ministry of Justice including its agencies and arms length bodies.

Each business area (group, agency or arms length body) must establish arrangements for addressing each element of the Security Policy Framework:

1. Governance and security approaches
 - Roles, accountability and responsibilities
 - Risk management
 - Culture, education and awareness
 - Managing and recovering from incidents
2. Security of Information
 - Information policy
 - Valuing and classifying assets
 - Risk assessment and accreditation of IT systems
 - Technical controls
 - Procedural measures
 - Delivery partners and 3rd Party Suppliers
 - Managing and reporting security incidents
3. Personnel Security
 - Recruitment checks and national security vetting
 - Ongoing personnel security management

- appeals
- 4. Physical security and counter-terrorism
 - Security risk assessment
 - Internal controls
 - Building and perimeter security
 - Preparing for critical incidents
 - Responding to critical incidents

The SPF is available on the Cabinet Office web-site at:

<http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework>

A schedule describing corporate arrangements for each of these mandatory requirements will be maintained on the MOJ intranet. This framework includes separate policies dealing with:

- information security;
- IT security
- security breach;
- counter-terrorist protective security;
- business continuity; and
- criminal record checking.

The MOJ intranet also provides more detailed guidance on standard procedures for staff.

Agencies and arms length bodies (ALBs) are expected to comply with this corporate framework but may establish their own arrangements tailored to operational needs, and should supplement it with local policy/guidance for any business-specific risk. Some controls such as those for IT security systems and national security vetting will be managed centrally.

Compliance with SPF is mandatory but where, on an exception basis, business areas consider that a requirement should not apply, or where local arrangements do not comply with the SPF or MOJ arrangements, the variation should be agreed by the relevant Accounting Officer and reported in annual governance processes.

Business areas should also ensure that control requirements are understood and complied with by any contractor or third party entrusted with protectively marked or business critical information and with unsupervised access to our property.

Counter-Terrorist Protection Policy

This policy should be read in conjunction with the HMG Security Policy Framework, MOJ's corporate security policy, the corporate business continuity policy, and local emergency procedures.

The Ministry of Justice is committed to protecting its staff, visitors, information, buildings and other assets from terrorist attack. The focus will be on prevention but will also provide for effective response. We will achieve this by:

- monitoring and regularly reviewing threats;
- classifying sites according to risk levels;
- implementing baseline security measures appropriate to the threats with arrangements for enhancing protection as the response level increases;
- raising awareness to maintain vigilance and reporting of potential problems;
- ensuring clear allocation of responsibility for implementation of baseline measures, crisis management and business continuity; and
- arranging compliance checking with provision of assurance to the Executive Management Board and Permanent Secretary.

Roles and responsibilities

The Departmental Security Officer (DSO) will communicate advice on threats, including changes in UK threat assessment and HMG 'response levels' to business areas via their security officers. The DSO will advise the Permanent Secretary of actions taken if there is any change in response level.

Security officers, liaising with estates teams and business representatives, must undertake local risk assessment, checking compliance with baseline standards and determining appropriate levels of protection for sites. These assessments must have regard to the impact on the business/site, informed by assessment of threat, likelihood and vulnerability. Such assessments will normally include consideration of both terrorist and other threats.

Risk Assessment

All MOJ sites are to be assessed as to whether they are at low, medium or high risk from terrorist attack, using HMG guidelines. Sites assessed as being at moderate risk must assess and document the threat and set out how this is mitigated by site security specification and operational controls. All locations, regardless of assessed level, must have a local Counter-terrorist plan detailing how they will vary operational controls according to changes in the *response level*. The level of operational controls should reflect the risk classification of the site, with "moderate risk" sites requiring more robust arrangements than "low risk" sites. Corporate Security Branch can provide advice on CT Plans to Local Security Officers.

Protection

Protection against terrorism should be proportionate and include proactive and preventive measures such as patrolling to deter reconnaissance, CCTV monitoring, physical strengthening/stand-off measures, vetting checks, as well as reactive operational measures during periods of heightened response, and emergency response plans that protect people and assets in the event of an attack.

Incident Response

All business areas/sites must have clear emergency response arrangements to cover the response to direct or indirect impact from a terrorist threat or attack. These

arrangements will normally be incorporated within Fire & Incident Control and business continuity arrangements and should include arrangements for liaising with emergency services and for communicating with staff.

Staff must familiarise themselves with local procedures and comply with any instruction from the Fire & Incident Control Officer.

Co-ordination

MOJ's Corporate Business continuity arrangements will be used to co-ordinate across MOJ for events that affect more than one business area. Co-ordination will be supported by the Corporate Security and Business Continuity team who will provide liaison with the Civil Contingencies Secretariat. For incidents having a significant effect on delivery of MOJ's front-line services (courts, tribunals, prisons), the co-ordination role may be taken by the Strategic Co-ordination Group (Gold), chaired by NOMS Gold Commander.

Personnel security

Those with access to information or other assets that may be of value to terrorists, including close proximity or access to high profile public figures, should be assessed for the need for national security clearance in accordance with vetting procedures.

Testing and exercising

Counter-terrorist plans should be tested periodically. Plans for medium risk sites should be tested at least once every two years and for low risk sites every 3-5 years as part of general business continuity testing and exercising.

Assurance

Assurance of the adequacy of arrangements and compliance with this policy will be covered by the annual Governance Statement, supplemented by SRMO compliance returns and periodic review of risk and contingency arrangements by management teams.

Information Security Policy

Information security supports the preservation of the confidentiality, integrity and availability of information:

- Confidentiality: Ensuring information is only accessible by those authorised to have access;
- Integrity: Safeguarding the accuracy and completeness of information and processing methods;
- Availability: Ensuring that authorised users have access to information and associated assets when required.

The Ministry of Justice regards the protection of its information as vital in order to meet its key objectives, in maintaining public and supplier confidence that the information we hold will be kept secure, to ensure the continuity of government services and systems, and to ensure that we contribute to the effectiveness of arrangements for maintaining the security of shared systems such as the Government Secure Intranet.

The Ministry of Justice recognises the importance of complying with the statutory requirement for information security in order to protect those who entrust their information, including sensitive personal data to us and protect its reputation with the public, the judiciary, other public sector organisations and voluntary and private sector organisations. The Ministry of Justice aims to be exemplary in complying with the Human Rights Act 1998, the Data Protection Act 2018 and the Freedom of Information Act 2000, for which it is the lead department.

To this end the Ministry of Justice is committed to achieving best practice in the way we manage information security by complying with the mandatory requirements relating to information security and assurance contained in the Security Policy Framework and supporting HMG Information Assurance Standards.

Our approach to Information Assurance will be based on the ownership of information risks by Information Asset Owners within the business. It is not the sole responsibility of central service providers (IT Services and IT suppliers) though these will play their part in delivering the required security where this is best done centrally, or by security staff, whose role is to provide advice. The Ministry of Justice will aim to realise the benefits of a business oriented approach to information security in terms of informed decision making, resource savings, efficiency and reputation. A member of the Executive Management Board is designated as Ministry of Justice's Senior Information Risk Owner (SIRO).

This high level policy statement is supported by a suite of policies on various aspects of IT and information security.



Building Security Pass

102 Petty France (MoJ HQ) and Clive House Building Access Pass Application Process.

You must read the application process before you complete the building security pass application form to ensure it is completed correctly. Check the form carefully before emailing it, missing information will cause delays and the application may be rejected. Some organisations and business areas have bespoke approval procedures. Check within your business area and internal processes before emailing this form.

- All MoJ Digital and Technology requests must be sent to recruitment@digital.justice.gov.uk
- All CPS requests must be sent to Departmental.SecurityUnit@cps.gsi.gov.uk
- All other requests must be sent to hqsecuritypass@justice.gsi.gov.uk

Pass Types

- Day passes
- Red escort day pass

For all visitors who are not based in the building and are not permanent employees of the host, passes can be requested in advance by emailing the full name of the host and the estimated time of arrival to reception102pf@justice.gsi.gov.uk

Green unescorted day pass

For permanent employees of the host who are visiting such as those on training, forgotten their pass or attending a meeting. An ID pass of the host organisation should be shown as their host ID (such as HMPPS, HMCTS, CPS)

CCSP passes who are permanent from other government organisations can be shown to obtain a green unescorted pass but contractors must be escorted.

Temporary pass (Purple)

Issued by the pass office to individuals when it is not practical or appropriate to issue a CCSP, the duration of validity will be set by the pass office and the holder will be notified.



Application process

All applications for a pass except for day passes are managed by the pass office using the standard form. Part one of the application form must be completed and should be submitted by email to your line manager/authoriser.

Line managers/authorisers must be a permanent civil servant or employee of the hosting department at least Band C/HEO (or equivalent) and permanently based full time in either 102 Petty France or Clive House. Some host departments have designated authorisers and you should check your internal procedures on building pass application before completing the form. Contractors are not permitted to authorise pass requests even if they have line management responsibility.

Line managers/authorisers are responsible for rejecting any application which has not been fully completed, incomplete applications will be returned to the line manager/authoriser and copied to the applicant. The line manager/authoriser is responsible for gathering missing information and representing the form.

When your application is approved by the Pass Office you and your line manager/authoriser will be notified by email and you will be directed to have a photograph taken.

Identity must be confirmed when your photograph is taken, we can only accept the following photographic identity documents:

- Current valid passport – UK or EEA (Or Non-EEA in combination with a biometrics resident permit or current work permit/Visa)
- Biometric Residents permit (UK)
- Current driving license photo card (full or provisional) – UK, Isle of Man/Channel Islands and EU (except Jersey)
- EU National ID Card

Where contractors are asked to confirm their photo ID with the line manager in part 2 of the application form, full details of the ID, document number and expiry date must also be provided.

Pass photo sessions are strictly between 10:30 am and 11:00 am every day in Media Suite 3 on the ground floor.

Applicants and line managers/authorisers will be notified when the pass is ready to collect which will be no later than 5 working days from when the photograph is taken. Passes must be collected as soon as they are available from the 102pf reception. New passes are only retained for 4 weeks from the date of issue, if it is not collected it will be destroyed and a new application will be required.



Pass duration

The pass office will issue passes in accordance with the table below. Temporary passes will be issued for a duration at the discretion of the pass office.

Pass duration

Clearance level	Civil Servant	Contractor/Agency	Permanent contractor
BPPS	5 years	1 year from date of issue or contract end date (whichever is later)	5 years
CTC	expiry date of National Security Vetting Clearance	1 year from date of issue of contract end date (whichever is later)	expiry date of National Security Vetting Clearance
SC	expiry date of National Security Vetting Clearance	1 year from date of issue of contract end date (whichever is later)	expiry date of National Security Vetting Clearance
DV	expiry date of National Security Vetting Clearance	1 year from date of issue of contract end date (whichever is later)	expiry date of National Security Vetting Clearance

MoJ employs personnel on site for building management who are classified as permanent contractors. Our current contracts are with Mitie and Amey and some utilities personnel. Permanent Contractors will be issued passes in accordance with the table above at the discretion of the Pass Office.

Pass recovery and cancellation

If you are a line manager/authoriser it is your responsibility to recover passes when the person leaves or is no longer required which can be handed in to reception. In order to assist with the recovery of passes, regular passes can be swapped out on the last day or week for a daily or temporary weekly pass as appropriate at reception. Pass holders should approach reception, explain they are leaving and request a pass swap.

If a member of staff has left and the pass has not been recovered, please advise reception immediately in person or emailing reception102pf@justice.gsi.gov.uk.

If your pass has not been used for 90 days it will be automatically deactivated. The guards are instructed to recover any pass that is not active from those attempting to use it. The reception must request an escort comes to reception to collect you and an appropriate day pass will be issued.



Ministry
of Justice

As passes are only issued for regular visitors of the building your line manager will be required to consider your ongoing need for the pass and a new application will be required with a supporting statement to explain why your pass was deactivated and why you now require a new one.

The building security pass should not be issued as a form of ID, it is issued to access 102 Petty France and Clive House and you must be based in either of these buildings at least 3 times a week to hold one.

Lost or stolen passes

If your pass is lost or stolen you must report it immediately to reception102pf@justice.gsi.gov.uk so that the pass can be deactivated. A replacement pass can be requested through your line manager/authoriser using the standard form, lost and stolen passes can only be replaced if accompanied with a security incident form report a security incident the loss of a HQ pass is a minor misconduct offence in accordance with MoJ HR Policy and line managers should consider the policy for repeated losses.

Wearing your pass

Inside

You must clearly display your pass while you are in MoJ HQ and Clive House and you must show it to anyone who asks to see it if it is not visible, it is a minor misconduct offence to not wear your pass while in MoJ HQ in accordance with MoJ HR Policy.

Outside

You must remove your pass and conceal it out of site when you leave the building, even if it is for a short time or moving between MoJ HQ and Clive House. The pass can clearly identify you as a government worker.

IT Incident Management Policy

This content is a version of the IT Incident Management Policy, May 2013.
This is Legacy IA Policy. It is under review and likely to be withdrawn or substantially revised soon. Please contact us before using this on a new project:
itpolicycontent@digital.justice.gov.uk.

Introduction

Incident management is the ability to react to security incidents in a controlled, pre-planned manner. Preparation and planning are key factors to successful information security management and all MoJ systems rely on Incident Management Plans for safe and secure operations.

The aim of this policy is to ensure best practice is followed by all IT systems when dealing with security incidents, in particular, those pertaining to data loss, in a timely and efficient manner.

POL.IMP.001:

Each MoJ Business Group **must have** an IT Security Incident Management Plan which aligns to this policy. This plan must be common to all IT systems within a particular business group.

A template plan and guidance on the construction of an IT Security Incident Management Plan is provided in [ICT Security - Incident Management Plan and Process guide](#).

Scope

This policy is concerned with IT related security incidents outlining the roles and responsibilities, escalation path and criteria for escalation.

Relationship with wider MoJ functions

An IT system is one element of a number of supporting elements which sustain MoJ business functions and delivery of services. The MoJ Corporate Security and Business Continuity Branch is responsible for overall MoJ Incident Management policy and plan. This policy is designed to

sit within the overall MoJ incident management structure.

Incident Management Process

An incident management process is a prepared course of actions that will be instigated upon the detection or report of a security incident. Incident management requires a variety of decisions to be made, drawing on the experience of a number of roles, depending on the nature of the incident.

The incident management process supports the making of informed decisions following a consistent approach designed to reduce the consequences of any incident.

Definition of an Incident

For the purposes of this policy, an incident is defined as any event or action which results in an actual and/or potential compromise of a MoJ IT asset or MoJ Information Asset (including personal data).

Such events will result in the MoJ, individuals or IT systems and/or the information held on them being exposed, or potentially exposed, to illegitimate access. As a result, incidents have

the potential to compromise MoJ business delivery, the Data Protection Act, as well as the confidentiality, integrity and availability of IT systems and the information held on them. This may, in turn cause harm, distress or other damage to individuals or organisations, and result in operational disruption or reputation damage to the MoJ.

Types of Incidents

IT Security related incidents include (but not limited to):

- Breaches of the IT Security – Acceptable Use Policy;
- Detection of malicious code (e.g. viruses and malware);
- Network attacks or Denial of Service (DOS) attacks;
- Scanning and probing of a network (where significant network resources are consumed);
- In appropriate use of MoJ ICT assets as defined in the IT Security – Acceptable Use Policy;
- The discovery of a new network vulnerability or release of a patch or software update which is considered critical or an emergency;
- The results of a penetration test on a live operational IT system that reveals critical vulnerabilities;
- Unauthorised access to an IT system;
- Accidental loss of personal or other information assets;

- Deliberate release of personal or other information assets;
- Compromise of integrity;
- Any alerts or suspicious activity report generated by an IT system that proves to be a real security alert;

Incident Detection and Recording

Security incidents may come to light from a variety of sources, including through protective monitoring solutions, reports filled by MoJ staff or breaches of the MoJ ICT Security Policy detected by an IT system.

The MoJ ICT Security Policy defines the requirements for capturing and recording security events and monitoring them for suspected malicious activity or breaches of security.

This section of the policy is concerned with taking those security events and ensuring that if an event relates to an actual IT Security incident, this incident is appropriately recorded.

POL.IMP.002:

All IT Security incidents or suspected incidents **must be** reported to the MoJ Operational Security Team (OST) within 60 minutes of detection.

POL.IMP.003:

For all incidents involving an IT Security incident, an IT Security Incident Report Form **must be** completed and submitted to the OST (Reporting an incident or breach). This is irrespective of the reporting route (i.e. a User direct with OST or a user via the IT helpdesk).

POL.IMP.004:

All IT Security incidents involving personal data (or other information assets) **must be** reported to MoJ Data Access and Compliance Unit:

Data.access@justice.gsi.gov.uk

The MoJ Operation Security Team (OST) is responsible for maintaining a centralised database and view of all IT Security incidents across any MoJ IT system. This database contains information on:

- Security incident reports;
- An up to date status of all reported security incidents;
- An up to date status of any actions taken with respect to a particular security incident.

This database and the effective reporting of security incidents which populate it are important

In managing the MoJ's overall risk exposure. This is both in the short term, to identify any major deficiencies with an IT system which requires immediate remedial action and in the long term, to capture lessons learnt to improve Information Assurance maturity.

Categorisation of incidents

Security incidents are categorised in order to assess their impact and required level of escalation. This is to ensure that the appropriate resources can be allocated and incident resolution is conducted in a timely manner.

The three categories are:

- Low Impact (see [here](#));
- Medium Impact (see [here](#));
- High Impact (see [here](#)).

POL.IMP.005:

All IT Security incidents **must be** categorised in accordance with this policy.

The nature of an incident may not be immediately obvious when it is first reported; further

assessments of its categorisation need to be made as more information is gathered. For example, through conducting an investigation (see Figure 2 which outlines this process flow).

The sub-sections below provide an overview of the three categories with further guidance on its practical application provided in [ICT Security - Incident Management Plan and Process Guide](#).

Low impact incident

Low impact incidents would typically be minor internal infractions, such as, a low level breach in IT Security, or, a minor loss of an IT service (e.g. due to a short loss of power).

A low impact personal data incident would typically include an incident where no actual data had been lost but a weakness in an IT system which may have led to a potential loss is discovered where a relatively small amount of remedial action is required to address the vulnerability.

Medium impact incident

Examples of a medium level impact event include (but not limited to):

- Deliberate disregard for the [MoJ ICT Security Policy](#) leading to minor breach in security or the potential of data loss;

- Inappropriate use of MoJ ICT assets as defined in ICT Security – Acceptable Use Policy;
- Loss of data or ICT asset (where the data or asset does not contain any personal data and is not protectively marked);
- Theft of data or ICT asset (where the data or asset is does not contain any personal data and is not protectively marked);
- Damage to any MoJ ICT asset;
- Connecting unauthorised equipment to an IT system (where there is no intent or suspicion of malicious activity);
- Prolonged or permanent failure of an IT system;
- Prolonged set of unsuccessfully attempts to scan an IT network or instigate a denial of service attack;
- Any alert or reported suspicious activity on an IT system (note this may need to be escalated to High Impact upon investigation);
- Compromise of integrity;
- The recognition of a new critical security vulnerability in an IT system (this may be the result of a penetration test);
- The release of a critical patch by an application or IT equipment vendor;
- Localised report of malicious code (e.g. the detection of a virus or malware of a desktop

terminal);

- Serious case of equipment theft;
- The theft or loss of HMG cryptographic material.

High Impact Incident

IT Security incidents at this level require immediate escalation to the relevant MoJ Business Group Senior Information Risk Owner (SIRO) in addition to the DST and where applicable, MoJ Data Access and Compliance Unit:

Data.access@justice.gsi.gov.uk

Incident at this impact may warrant forensic investigation.

Examples of incidents at the level include (but are not limited to):

- Evident of malicious activity, intent or espionage;
- An incident which comes to the attention of local or national media;
- Any successful network intrusion;
- Widespread malicious code attacks (e.g. a worm spreading across an IT system);
- The release of an emergency patch by an application or IT equipment vendor;
- The theft or loss of personal or protectively marked data from an IT system.

Further escalation requirements

The decisions to escalate an incident irrespective of its impact up through the chain from ITSO, MoJ SIRO, DSO, and above (possible to Ministerial level) may include the following factors:

- Issues of national security;
- If the incident has received local/national press coverage;
- If the incident has caused harm to a member of staff or public;
- There is high likelihood that the MoJ has suffered reputational damage or been brought into disrepute;
- Where there is a HMG requirement to report to another Department or central management function (e.g. GovCERT for network incidents or CINRAS for incidents involving HMG cryptographic material);
- Where there is a significant actual or possible loss of personal information where the Information Commissioner's Office and Cabinet Office need to be informed.

Incident Management Stakeholders

This policy outlines the general incident management stakeholders and escalation path

principles. Each MoJ business group implementation of this policy (which is the creation and acceptance of an IT Security Incident Management Plan) will need to consider how this is practically implemented, all the individual stakeholders involved (including others such as ICT suppliers), and escalation path.

All MoJ staff (including contractors and agency staff)

It is important that all MoJ staff are aware of what a security incident is and how to correctly report it.

POL.IMP.006:

All MoJ staff **must** report any concerns that the MoJ ICT Security Policy is not being followed to their line manager.

POL.IMP.007:

All MoJ staff **must** report any breach of the MoJ ICT Security Policy as an IT Security incident.

POL.IMP.008:

All MoJ staff **must** report any suspicious activity which indicates an IT Security incident has

occurred.

POL.IMP.009:

All MoJ staff **must** report an IT Security incident either to the IT helpdesk or directly to the MoJ Operational Security Team using an ICT Security Incident Report Form.

MoJ Senior Managers

POL.IMP.010:

All MoJ Local Managers **must ensure** that all IT Security or personal data incidents or breaches are reported and taken seriously. These include facilitating any investigation and, where appropriate, pursue disciplinary action and/or legal proceedings.

Senior Information Risk Owner (SIRO)

POL.IMP.011:

Each MoJ business group SIRO **must ensure** that each ICT domain (e.g. DISC or OMNI) which fall under their remit has an IT Security Incident Management Plan which implements this policy. A template plan and guidance is available in [ICT Security - Incident Management Plan](#)

and [Process guide](#).

POL.IMP.012:

All High Impact IT Security incidents and any IT Security incident involving personal data **must be** reported to the SIRO immediately.

Information Asset Owner (IAO)

The role of an IAO is to understand what information is held, how it's adapted, used, shared and removed from an IT system.

POL.IMP.013:

All IT Security incidents involving the loss, theft or compromise of an Information Asset **must be** reported to the asset's IAO.

MoJ Operational Security Team (OST)

The OST are responsible for:

- Incident ownership, monitoring, tracking and communication

- Sanction enhanced monitoring on IT systems where appropriate
- Update the incident management database with details of all incidents, any investigation conducted and actions undertaken
- Carry out analysis of security incidents as required
- Initiating a forensic investigation and commissioning forensic analysis (in accordance with IT Security - Forensic Readiness Policy)
- Providing progress reports on specific incidents to relevant parties.

Helpdesk

The IT helpdesk plays a crucial role in ensuring security incidents are correctly reported and escalated to the OST in a timely manner. The majority of IT Security incident will be reported to the IT helpdesk first. Also, the IT helpdesk can help identify where a user reporting an issue is actually an IT Security incident. It is therefore important that the IT helpdesk recognise this and report it to the OST.

POL.IMP.014:

Where the IT helpdesk receives a report of a security incident, this **must be** reported and escalated to the OST immediately.

Escalation Path

As a rule, all IT Security incidents are reported to OST. As depicted in Figure 2, OST then progress the incident according to its categorisation (see [here](#)). Depending on the category and nature of the incident, this can involve escalating the incident to other stakeholders.

POL.IMP.015:

Each IT Security Incident Management Plan **must include** a pre-arranged escalation path where each stakeholder is named and aware of their role in the Incident Management Plan.

A generic escalation path is provided [here](#). This generic path is intended to provide a starting point where further guidance on tailoring and customisation is provided in the [ICT Security - Incident Management Plan and Process Guide](#).

Investigation and Diagnosis capability

The OST is responsible for the investigation of all IT Security incidents. Where evidence gathering is required for possible disciplinary or legal proceedings, a forensic investigation may be required, further details are provided in [ICT Security - Forensic Readiness Policy](#).

In the course of investigation, the OST may:

- Investigate incidents at the direction of the ITSO;
- Proactively monitor suspected targets or IT systems to capture potential suspicious behaviour for analysis;
- Undertake or oversee an investigation requested by an outside agency (e.g. CESG) where authorised by the ITSO;
- Recover and securely store evidence where required;
- Require a SIRO or Senior Manager to collect more information on an IT Security incident.

POLITSEC.016:

The OST **must maintain** files on any investigation undertaken.

POLITSEC.017:

Any diagnosis of an IT Security incident and the events surrounding it **must be** shared and reported to relevant stakeholders.

Resolution, Recovery and Incident Closure

Based on the investigation of an IT Security incident, remedial action may be required to ensure appropriate incident resolution and the recovery of any IT services or information assets compromised as a result of the incident.

POLITSEC.018:

An IT system which has a significant compromise (Medium or High impact, see [here](#)) **must be** reported to the system Accreditor and a review of that system's risk assessment and accreditation must be conducted.

POLITSEC.019:

All IT Security incidents for an IT system **must be** collated and provided to the system Accreditor during the re-accreditation process.

Recovering from an IT Security incident

There may be occasions when it is appropriate to restore a system that has been attacked or compromised from its backup since it might be the only way to ensure system integrity.

Checks must be made to ensure the IT system being restored pre-dates the incident and does

not contain any exploitable weaknesses, for example, ensure the IT system is fully patched before it is brought back into service.

POL.ITSEC.020:

The IT Security Incident Management Plan for an IT System or overarching ICT Domain **must include** details on how that system or ICT domain IT services are restored (or recovered) following an IT Security incident.

Note - The detail of how an IT system recovers from an incident event should be captured in that systems disaster recovery plan. See [ICT Security - Disaster Recovery Policy](#) for further information.

Preventing re-occurrences

Once the cause of an IT Security incident has been identified, steps must be taken to reduce the risk of its reoccurrence, for example eradicate any computer viruses, block firewall ports, and install any missing system patches, as necessary.

Learning points

When an IT Security incident has been resolved and closed, a management report needs to be prepared outlining the incident, the outcome of the investigation, actions taken, and recommendations about how to improve the business systems to reduce the likelihood of a reoccurrence.

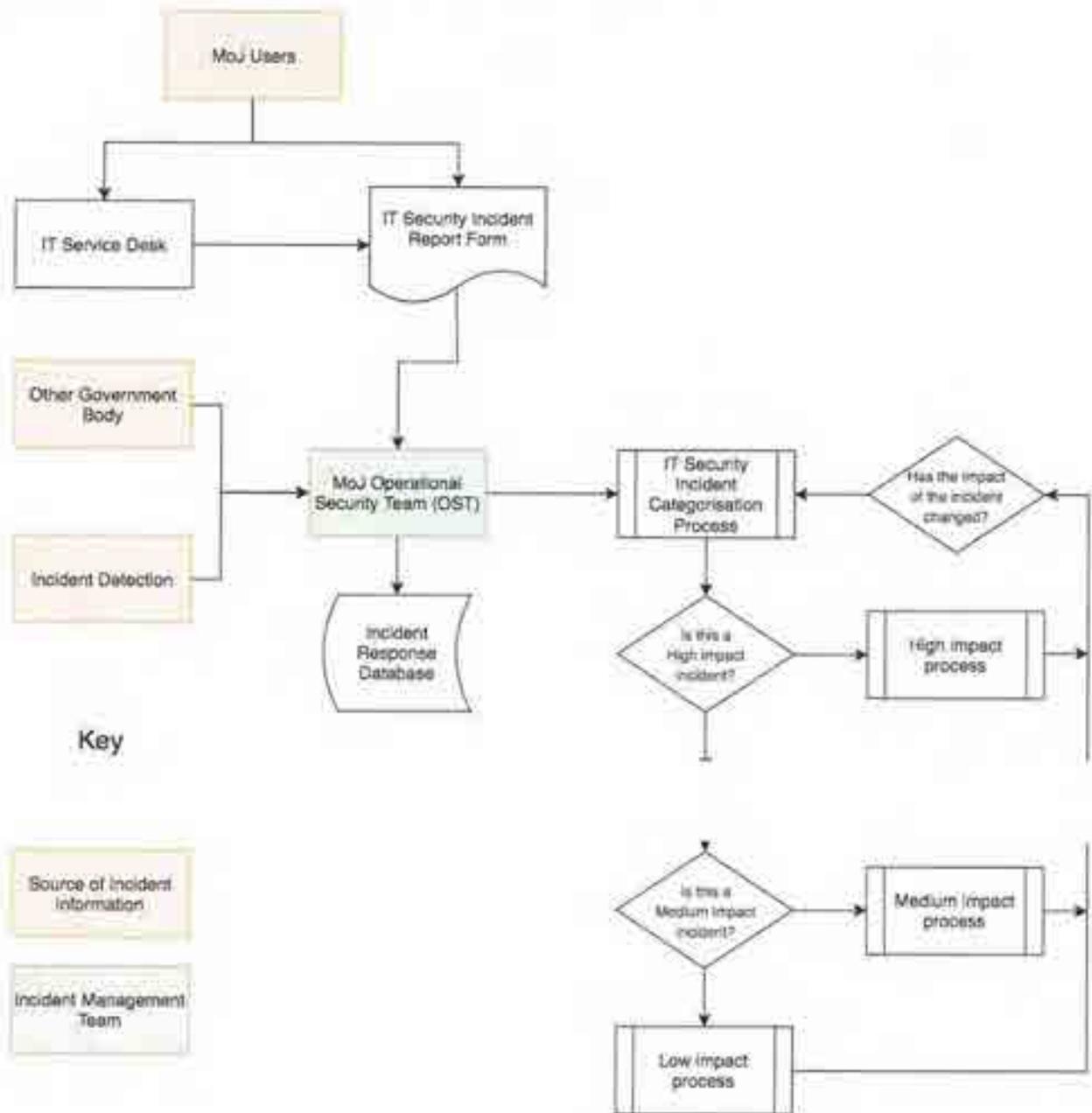
Copies of the report must be sent to the ITSO who has a responsibility for forwarding the report onto any HMG central reporting functions, for example CESG, GovCertUK or CINRAS, as appropriate.

POL.ITSEC.021:

For each Medium and High Impact (see [here](#)) IT Security incident, a management report **must be** prepared covering:

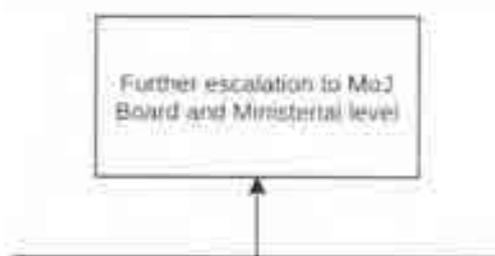
- A description of the incident;
- The outcome of the incident investigation;
- Actions raised (or taken) with associated action owners;
- Any recommendations made.

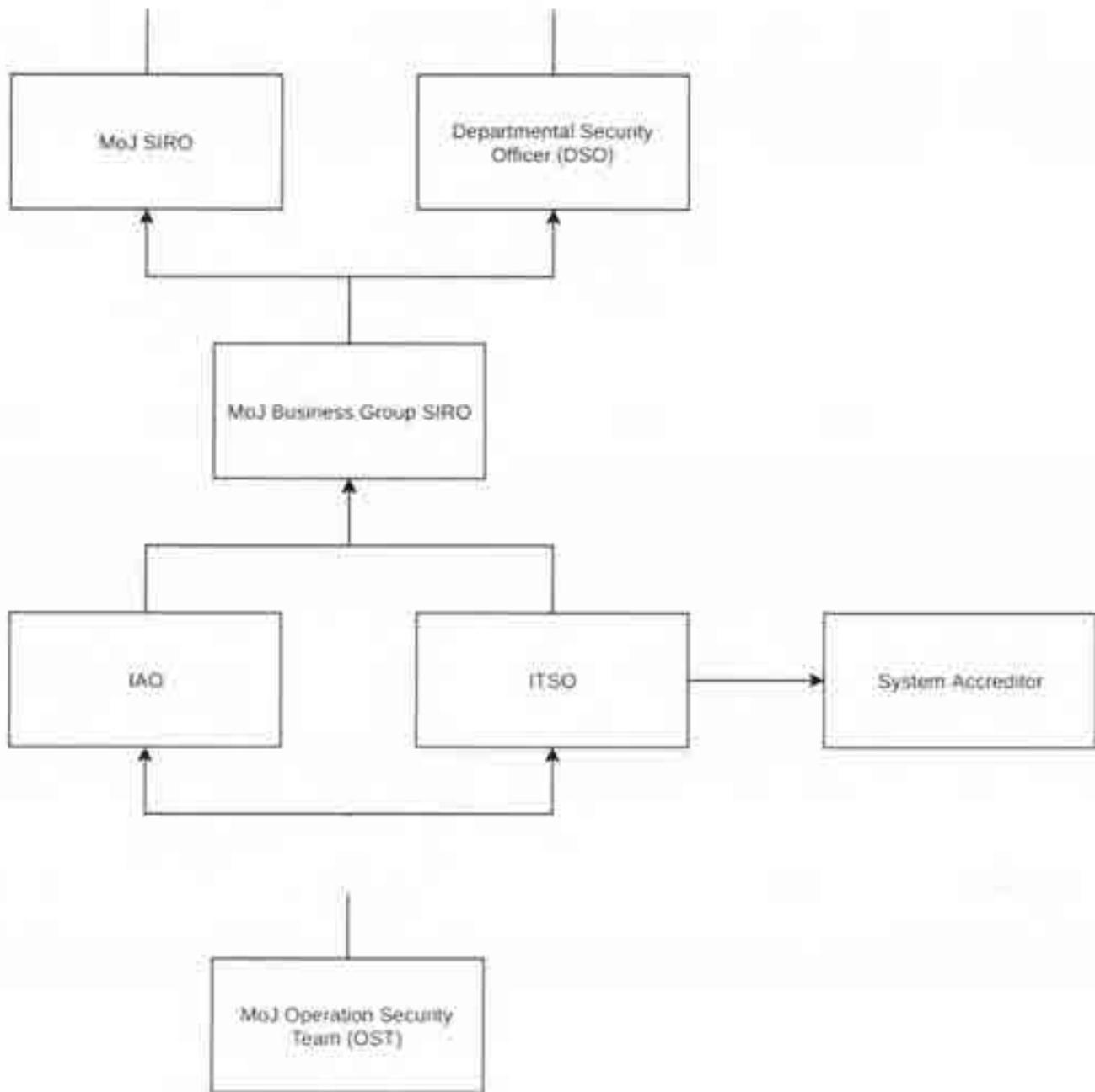
IT Security Incident Recording and Categorisation



IT Security Incident Escalation Path

Figure 3 is a generic IT Security incident escalation path which provides a starting point for the creation of a tailored version in an IT Security Incident Management Plan. Further information is provided in the [ICT Security - Incident Management Plan and Process Guide](#).





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Incident Management Plan and Process Guide

This content is a version of the Incident Management Plan and Process Guide, May 2015. This is Legacy IA Policy, it is under review and likely to be withdrawn or substantially revised soon. Please contact us before using this on a new project: itpolicycontent@digital.justice.gov.uk.

About this document

This document is the MoJ IT Security - Incident Management Plan and Process Guide. It is designed to help protect the information assets of the MoJ through the formal documentation of procedures surrounding the management of IT security incidents.

How to use this document

This document provides guidance on implementing the MoJ IT Security - Incident Management Policy. It should be used to guide the development of a MoJ business group level IT Security Incident Management Plan whose scope covers all IT systems used to support that business group.

For the purposes of this document, the following term will be used:

- **IT Security Incident Management** will be referred to as **ITSIM**.

Overview

Introduction

The ability of the Ministry of Justice (MoJ) to react quickly to IT security incidents will ensure that losses are minimised and the business will be able to resume or continue operations as quickly as possible.

Incident management is the ability to react to security incidents in a controlled, pre-planned

manner. Preparation and planning are key factors to successful incident management and all MoJ systems will rely upon the development and implementation of an IT Security Incident Management (ITSIM) plan as described in this guide.

The HMG Security Policy Framework mandatory requirements 4 states that:

Departments and Agencies must have robust and well tested policies, procedures and management arrangements in place to respond to, investigate and recover from security incidents or other disruptions to core business.

The policy on IT Security Incident Management is covered in IT Security Policy – IT Incident Management Policy while this document sets out the MoJ guidance for creating an ITSIM plan. This guide must be read in conjunction with CESG GPG No. 24 - Security Incident Management.

Aim of this guide

The aim of this guide is to ensure all MoJ business groups develop, implement and maintain an ITSIM plan.

This guide is split up into four sections:

- An overview of principles of IT security management, its lifecycle and stakeholders;
- Planning and preparation;
- Managing an IT security incident and;
- Capturing lessons learnt.

A template ITSIM plan is provided [here](#), this is not designed to be a rigid template and can be flexed to meet the needs of the business.

Demonstration of Compliance

The CESG Information Assurance Maturity Model (IAMM) sets out the minimum maturity level Government departments should attain. ICT asset disposal is captured as a basic requirement in Level 1 where the MoJ will need to demonstrate compliance.

Principles of IT Security Incident Management

ITSIM is a combination of people, plans and predefined processes which enables the MoJ to deal with the consequences of an IT security incident. ITSIM at the MoJ follows the following principles:

Consistency

The use of dependable, documented methods ensures that incidents, and the reaction to them, are dealt with systematically and cost-effectively.

Business Continuity

It is essential that the business is able to resume or continue operations as soon as possible after a security incident.

Ownership and Responsibility

IT security incidents can be very distressing times but reacting on impulse often does more damage than the initial incident itself. The purpose of incident management is to ensure that people with the right level of expertise and experience are consulted and take responsibility for decisions made.

Escalation

IT security incidents may require coordination with external agencies such as law enforcement or computer forensic capabilities. Internally, different functions within the MoJ may need to be involved in incident management. ITSIM ensures that communication channels are predefined and appropriate for the categorisation of an incident.

Preservation of MoJ's reputation

Information breaches or IT security incidents are extremely sensitive; both politically and how

they viewed by the media and public. When major incidents do occur, as well as escalation within MoJ, there is a public relations requirement to manage how information and questions are dealt with. A good ITSIM should minimise the reputation damage to the MoJ were an incident to occur.

ITSIM Stakeholders

Stakeholder	Role
All MoJ staff (including contractors and agency staff)	<p>All MoJ staff (including contractors and agency staff) play a role in identifying and reporting IT security incidents.</p> <p>All staff must report any concerns especially when the IT security policy is not being adhered to, or where suspicious activity may indicate a security incident is being (or highly likely to be) committed. Moreover, if there is a strong likelihood that a security incident may occur, this must also be reported.</p>
MoJ Senior	<p>MoJ Senior Managers hold a position of responsibility and can form part of the decision making process during the management of a live IT security incident.</p>

Managers MoJ Senior Managers must ensure that all IT security incidents or personal data breaches are taken seriously and sufficiently investigated, and where necessary, corrective, disciplinary and or legal proceedings are actively pursued.

Senior Information Risk Owner (SIRO) MoJ Business Group SIROs are responsible for implementing and managing information risk in their respective business groups and, reviewing the application of policy and guidance regularly thereafter to ensure it remains appropriate to their business objectives and risk environment.

In the context of ITSIM, the SIRO forms part of the escalation path where incidents which are categorised as having a high impact or involve personal data (see [here](#)) are reported to the SIRO as a matter of course. They are also responsible for ensuring that their business group has an ITSIM plan.

Information Asset Owner (IAO) IAOs are senior individuals involved in running business units. Their role is to understand what information is held, what is added and what is removed, how information is moved, and who has access and why. MoJ IAOs must understand and address risks to the information, and ensure that information is fully used within the relevant laws, and provide written input and assurance to the SIRO annually on the security and use of their asset. They will be informed of any security incidents which compromise any information assets

under their ownership.

MoJ IT Security Officer (ITSO) The MoJ ITSO is responsible for IT security across the MoJ and is the first point of escalation. The ITSO performs two functions with regards to ITSIM: Firstly, a source of advice and guidance on MoJ IT security policy and secondly, forms part of the decision making process during the investigation and resolution phase of an IT security incident.

The MoJ OST forms the core of the MoJ ITSIM response mechanism. They act as a co-ordinator managing all IT security incidents across the MoJ estate.

MoJ Operational Security Team (OST) The OST are responsible for:

- Incident ownership, monitoring, tracking and communication
- Sanctioning enhanced monitoring on IT systems where appropriate
- Updating the incident management database with details of all incidents, any investigation conducted and actions undertaken
- Carrying out analysis of security incidents as required
- Initiating a forensic investigation and commissioning forensic analysis (in accordance with [IT Security - Forensic Readiness Policy](#))
- Providing progress reports on specific incidents to relevant parties.

IT Service Desk

The MoJ IT service desk act as the first point of contact for MoJ IT Users reporting an IT security event. Their function is to ensure that the details of the incident are captured and the OST are informed.

Table 1 – IT Security Incident Management Stakeholders

Lifecycle

ITSIM follows a typical risk management lifecycle (see Figure 2) based around:

- Preparation and planning;
- IT Security Incident Management;
- Lessons learnt and continuous improvement.

IT Security Incident Management Lifecycle

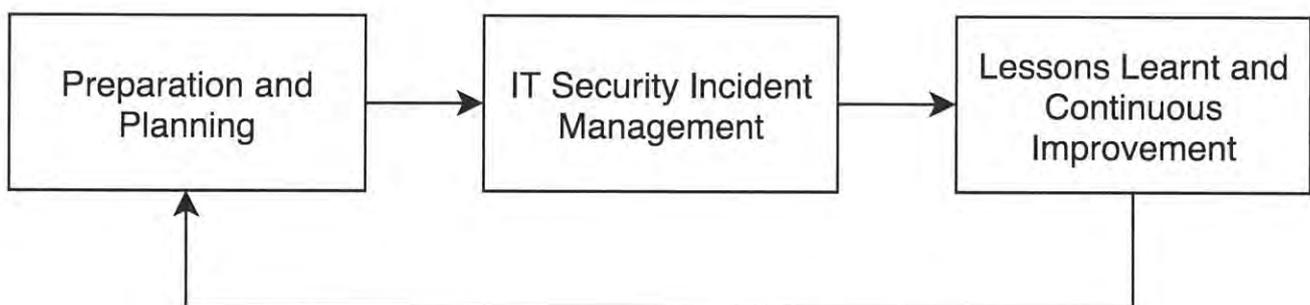


Figure 2 – IT Security Incident Management Lifecycle

The remainder of this guide explores each of these three components and provides guidance on what is required and the activity which must take place in order to create an ITSIM Plan which is fit for purpose.

Preparation and planning

The core of ITSIM is preparation and planning, the plan itself needs to be developed mindful of the environment an IT system operates in including the business context. Figure 3 below represents the flow required to develop and implement an ITSIM plan.

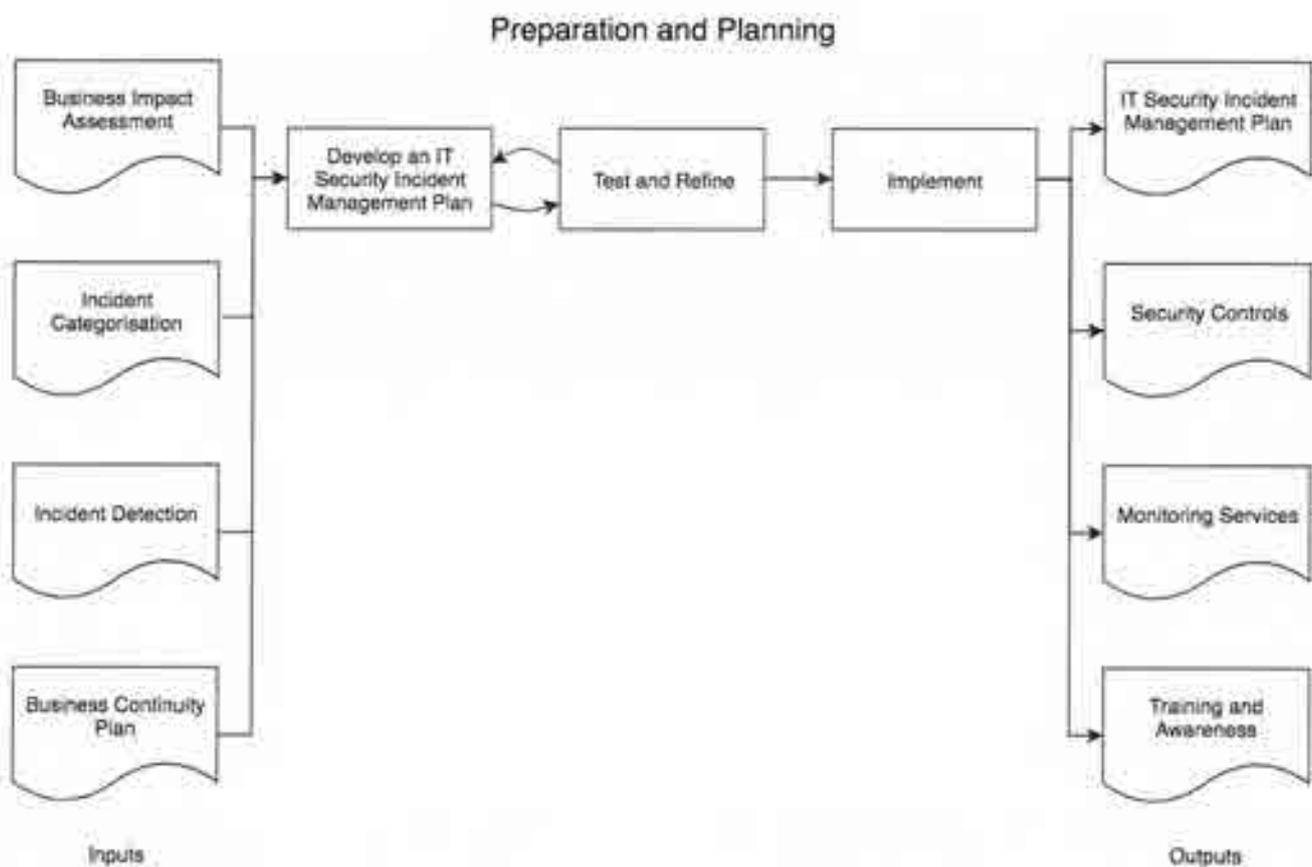


Figure 3 - Preparation and planning

Developing an ITSIM plan

A good ITSIM plan requires a good understanding of the business, the information assets and IT systems involved, the impacts to the business were an incident to occur and the overall business continuity requirement.

Input	Role
Business Impact Assessment (BIA)	<p>The BIA provides the core rationale on how the business views the impact to their information assets and services from a loss of Confidentiality, Integrity or Availability. Where this is useful in the development of an ITSIM plan is that the BIA provides a steer on what types of incidents result in the highest impact to the business and how tolerant the business is to a loss of service provision.</p>
Incident Categorisation	<p>The IT Security - IT Incident Management Policy and this guide (see here) provides a generic incident categorisation schema. This generic schema should be used to develop final schema contained within the ITSIM plan. The aim at this phase of developing the ITSIM plan is to:</p> <ul style="list-style-type: none">• Explore the different types of incidents which could or have occurred. For example a good starting point is a review of relevant system RMADS to identify possible incident types.• Compare the incident types identified with the information assets and services which could be impacted and broadly align each type to impact category (high impact, medium impact or low impact, see here for further details on the response level for each category).
Incident Detection	<p>It is unlikely that an ITSIM plan will be developed in isolation and the IT systems which fall under the scope of the plan will have security controls and procedures which directly or in-directly support incident detections, for example an anti-virus client or intrusion detection system (IDS).</p>
Business Continuity Plan (BCP)	<p>Though the ITSIM plan concentrates on the management of IT security related incidents, ITSIM sits within an overall BCP. It is vital that the relevant BCP is factored in the creation of the ITSIM plan and it is advised that both teams work together as both plans are closely linked and need to be aligned.</p>

Table 2 - Inputs to the IT Security Incident Management plan

Test and refine

Before implementing an ITSIM plan, it is generally good practice to test out as many aspects of the plan as possible in-order to refine its processes and operations. This is likely to involve a number of iterations and include the testing of any automated detection tools.

Implementing the plan

Table 3 below provides a list of the main outputs required to implement an ITSIM plan.

Outputs	Role
IT Security Incident Management Plan	Though obvious, a final released version of the ITSIM plan is the primary output. It must be approved by the business group SIRO and ITS0. It must be released to all Users and stakeholders identified in the plan.
Security Controls	The development of an ITSIM plan may lead to the requirement for further security controls to be introduced. For example the ability to collate anti-virus detections centrally.
Monitoring Services	For an ITSIM plan to be effective, a consummate incident detection and monitoring service must be in place and active. For most MoJ ITSIM plans, this will involve the MoJ Operations Security Team (OST) acting as the centralised monitoring and management service where incident reports are fed to them, for example, from automated security controls (such as virus detection alerts from an anti-virus client) or manually by a User reporting the loss of a MoJ laptop to the IT service desk.
Training and Awareness	All Users must be provided with awareness training which covers the ITSIM plan and their role in incident detection, reporting and management. For those who perform specific roles within the plan such as a Senior Manager, they should undertake additional training to ensure they are prepared to fill their aspects of the plan.

Table 3 - Outputs from implementing the IT Security Incident Management plan

IT Security Incident Management

Incident management requires a variety of decisions to be made, drawing on expertise from a variety of backgrounds, including technical, administrative and managerial depending on the

nature of the incident. The incident management process supports the decision making process and subsequent courses of action taken to resolve an incident.

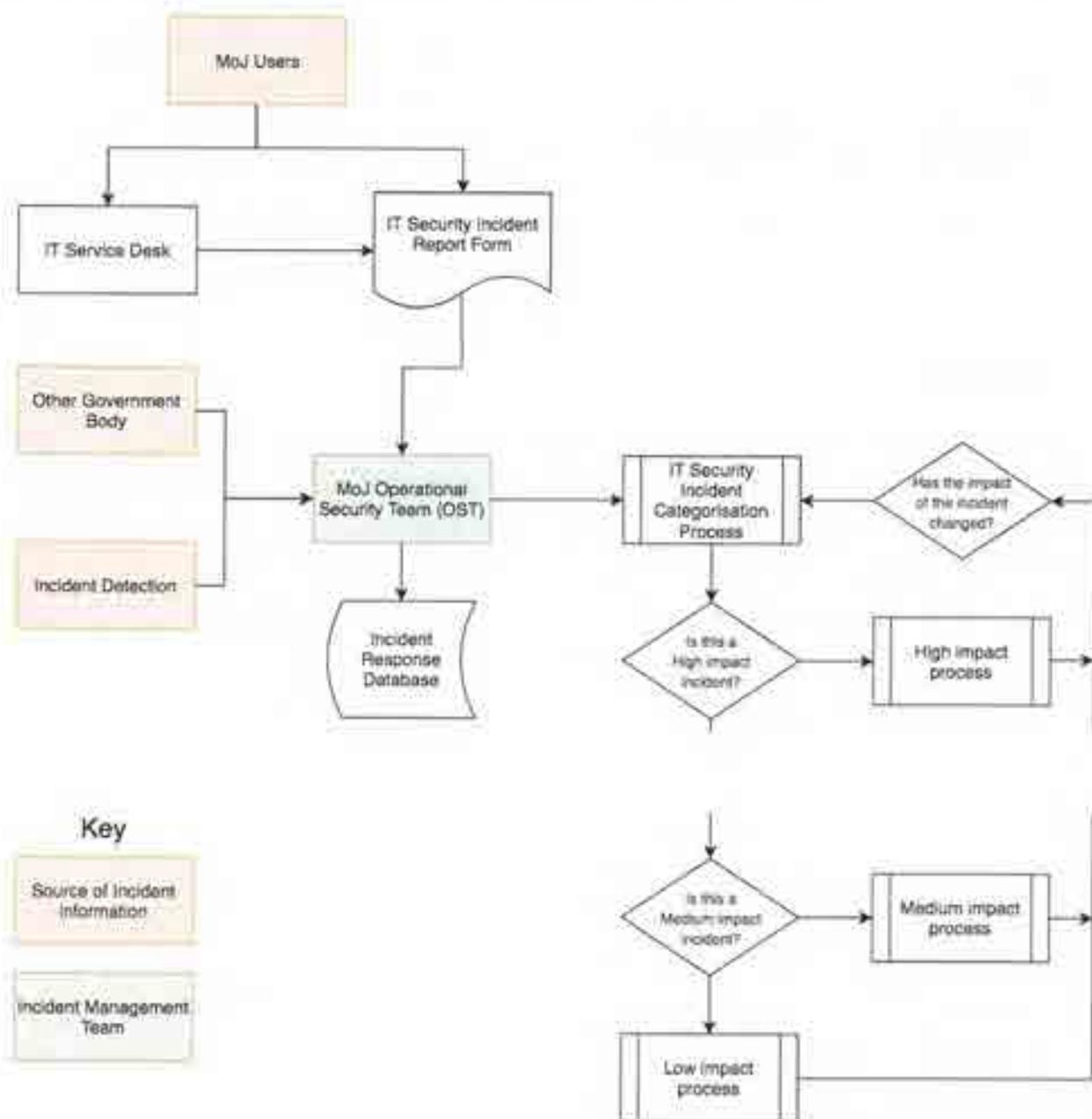


Figure 4 - IT Security Incident Management flow

The ITSIM process essentially consists of three elements:

- Incident reporting - This is shown as a source of incident information on Figure 4. Generally there are three sources, MoJ Users reporting incidents using an IT Security Incident Report Form, alerts from other government bodies such as GovCERT and incident detection controls such as an IT supplier reporting the release of an emergency critical patch or an automated alert from an Intrusion Detection System (IDS).
- Incident management - This is a function performed by the MoJ Operational Security Team (OST), it involves conducting an initial assessment of the incident, incident categorisation

and management of the incident escalating where appropriate. Note that the process continually examines the categorisation of an incident as it is being investigated. An incident may move up or down the impact scale as more information is discovered.

- Incident resolution - Where an incident has been through the management process and resolved.

What constitutes an 'incident'?

For the purpose of this document, an incident is defined as any event or action that results in an actual and/or potential compromise of personal and sensitive personal data, MoJ information assets and/or the MoJ IT infrastructure.

Types of Incidents

The list of incident types provided in this section is not exhaustive and mirrors the list provided in the IT Security - IT Incident Management Policy. Each ITSIM plan must contain a definition of what constitutes an incident which results in the plan being activated, this definition can solely refer to the list provided in the policy, however there may be incident types which are specific to a particular business area which need to capture. The list of incident types includes (but is not limited to):

- Breaches of the IT Security – Acceptable Use Policy;
- Detection of malicious code (e.g. a piece of malware);
- Network attacks or Denial of Service (DOS) attacks;
- Scanning and probing of a network (where significant network resources are consumed);
- Inappropriate use of MoJ ICT assets as defined in the IT Security - Acceptable Use Policy;
- The discovery of a new network vulnerability or release of a patch or software update which is considered critical or an emergency;
- The results of a penetration test on a live operational IT system that reveals critical vulnerabilities;
- Unauthorised access to an IT system;
- Accidental loss of personal or other information assets;
- Deliberate release of personal or other information assets;
- Compromise of integrity;
- Any alerts or suspicious activity report generated by an IT system that proves to be a real security alert.

Business related IT security incidents include (but is not limited to):

- Harm to an individual as a result of the compromise of MoJ information assets;

- A significant loss of availability at the MoJ site at which processing and storage of MoJ information takes place;
- The theft or loss of MoJ information;
- The likelihood that a MoJ department or function will be brought into disrepute or might suffer reputational damage;
- A significant impact on the ability of the MoJ to perform its duties;
- A long recovery period either in terms of practical matters or reputation;
- An event that is of interest to local/national press;
- Evidence of espionage activities;
- Accidental loss of personal or sensitive personal information;
- Deliberate release of personal or sensitive personal information.

Incident Detection and Recording

Security incidents may come to light from a variety of sources, including through active system monitoring and the MoJ staff reporting suspicious activity or security incidents. All IT security incidents must be reported to the OST, who will conduct an initial assessment and manage the incident through to resolution.

Note - All incidents involving personal data must also be reported to the MoJ Data Access and

Compliance Unit (DACU).

The MoJ IT Security Policy defines the requirements for capturing and recording security events and monitoring them for suspected malicious activity or breaches of security.

The MoJ Operational Security Team (OST) is responsible for maintaining a centralised database and view of all IT security incidents across all MoJ IT systems. This database contains information on:

- Security incident reports;
- An up to date status of all reported security incidents;
- An up to date status of any actions taken with respect to a particular security incident.

This database and the effective reporting of security incidents which populate it are important in managing the MoJ's overall risk exposure. This is both in the short term, to identify any major deficiencies with an IT system which requires immediate remedial action and in the long term, to capture lessons learnt to improve Information Assurance maturity and the ITSIM plan itself.

Categorisation of Incidents

Incidents need to be categorised to assess their impact and the required level of escalation and

reporting. This is mainly done to manage resources and make investigations cost effective. The initial assessment for all IT security incidents will be made by the OST with support from the ITSO and the relevant system Accreditor as required. The assessment will be in terms of the potential impact of the incident with each incident categorised in terms of Low, Medium or High impact.

The three sub-sections below provides a description for each category, it is expected that the business group ITSIM plan will contain a tailored version of this description and confirm the escalation route which will be followed.

Low Impact Incident

These would typically be minor such as low level breaches in security through an accident or carelessness, or a minor loss of service from a service provider e.g. temporary loss of power or connectivity.

A low impact personal data incident would typically include an incident where no loss has occurred but a weakness in a system may potentially have led to a loss, and with a small amount of remedial action the weakness in a process can easily be addressed.

Incident categorised as low will be typically managed by the MoJ OST who will engage with the

relevant parties within the business and IT supplier community to resolve the incident. Any escalation (see Figure 5) will be predominantly to the level of the MOJ ITSO and relevant system Accreditor.

Medium Impact Incident

Examples of medium impact incidents include (but not limited to):

- Deliberate disregard for the IT Security Policy leading to minor breach in security or the potential of data loss;
- Inappropriate use of MoJ ICT assets as defined in IT Security – Acceptable Use Policy;
- Loss of data or ICT asset (where the data or asset does not contain any personal data and is not protectively marked);
- Theft of data or ICT asset (where the data or asset does not contain any personal data and is not protectively marked);
- Damage to any MoJ ICT asset;
- Connecting unauthorised equipment to an IT system (where there is no intent or suspicion of malicious activity);
- Prolonged or permanent failure of an IT system;
- Prolonged set of unsuccessful attempts to scan an IT network or instigate a denial of service

attack;

- Any alert or reported suspicious activity on an IT system (note this may need to be escalated to High Impact upon investigation);
- Compromise of IT system integrity;
- The recognition of a new critical security vulnerability in an IT system (this may be the result of a penetration test);
- The release of a critical patch by an application or IT equipment vendor;
- Localised report of malicious code (e.g. the detection of a virus or malware on a desktop terminal);
- Serious case of equipment theft;
- The theft or loss of HMG cryptographic material.

Medium impact incidents require escalation to the MoJ ITSO who will determine whether the IAO and relevant system Accreditor also need to be informed. In the case of personal or sensitive personal data, the MoJ Data Access and Compliance Unit (DACU) also need to be informed. If deemed appropriate, a forensic investigation will be requested by the MoJ ITSO in line with the IT Security - Forensic Readiness Policy.

High Impact Incident

High level IT incidents require immediate escalation to the Senior Information Risk Owner (SIRO) and relevant Information Asset Owner/s.

Examples of incidents requiring this level include (but are not limited to):

- Evidence of espionage activities;
- An incident that is of interest to local/national press;
- A significant impact on the ability of the MoJ to perform its duties;
- The likelihood that MoJ function will be brought into disrepute or might suffer reputational damage;
- Any successful network intrusion to MoJ ICT facilities;
- Widespread malicious code attacks;
- The release of an emergency patch released by a manufacturer used by the MoJ (as described in the Security Patch Management Policy);
- The loss of a MoJ, or suppliers, site at which processing and storage of MOJ information takes place for more than one working day;
- The theft or loss of MoJ protectively marked information which could include CONFIDENTIAL and above, or a significant quantity of RESTRICTED material.

It is highly likely that an incident of this magnitude would require the MoJ ITSO to instigate a

forensic investigation and start collecting evidence.

Further Escalation Requirements

The decision to escalate an incident beyond the MoJ business group SIRO remains with that SIRO where advice will be provided by the MoJ ITSO.

Incidents that require this type of escalation include (but are not limited to):

- Issues of national security;
- If the incident has received local or national press coverage;
- If the incident has caused or might cause harm to MoJ Staff;
- There is a high likelihood the MoJ will be brought into disrepute or might suffer reputational damage;
- If the incident involves (or is suspected to involve) FIS or Organised Crime;
- Where there is a HMG requirement to report to central incident management bodies, the OST will co-ordinate reporting for example, the reporting of network security incidents to GovCERT;
- Where there is a significant, actual or possible loss of personal data, the Information Commissioner's Office and the Cabinet Office Central Sponsor for Information Assurance

need to be informed via the SIRO and ITSO

Investigation and Diagnosis Capability:

The MoJ Operational Security Team (OST) is responsible for organising the investigation of all IT security incidents. Where there is a need for evidence to be gathered for possible disciplinary or legal proceedings, a forensic investigation may be required. Each impact category should have its own associated management process which consists of the following activities:

- Investigating an incident as directed by the ITSO or SIRO;
- Proactively monitoring any IT system involved in the incident to capture suspicious behaviour;
- Where authorised by the MoJ SIRO, providing evidence to disciplinary hearings, industrial tribunals, civil courts and criminal courts when required;
- Maintaining files on investigations in appropriate security storage and in accordance to privacy laws;
- Conducting investigations into information security incidents at any of the MOJ locations;
- Recovering and securely store evidence when required;

The distinction between the management processes is the priority and level of resources

assigned. For example, a low impact incident involving a MoJ user attempting to access a blocked website will be processed at a slower rate than a high impact incident where a confirmed and active network intrusion has been detected.

It is important to ensure that a diagnosis of the events surrounding each incident is recorded and shared with the relevant stakeholders.

Where there has been a personal data incident or where possible disciplinary or legal proceedings may be required, the following actions must be taken:

- The relevant MoJ Senior Manager must collect detailed information on the incident;
- Refer any possible disciplinary action to HR;
- Maintain records on the investigation appropriately preserving evidence.

Resolution, Recovery and Closure of Incidents

Based on the investigation and diagnosis of an incident the recovery and closure of the incident can involve many stakeholders. It is important that all stages of resolution are recovered and recorded before an incident is formally closed.

When an IT system has had a significant compromise, that system may require a review of its

accreditation status in light of the circumstances of the incident. This is a decision normally made by the relevant system Accreditor.

Lessons learnt and continuous improvement

Adequate information relating to security incidents, such as types, volumes and costs must be recorded in order to identify recurring or high impact incidents or malfunctions. This may indicate the need for additional or enhanced security controls to limit the frequency, damage and cost of future occurrences or may indicate the need for a change in policy, the design of an IT system or implementation of SyOPs.

IT security incident statistics must be presented in conjunction with an assessment of top security risks and details of any significant compliance gaps on a monthly basis to the ITSO to assist risk management. Each ITSIM plan must be reviewed on a yearly basis and re-approved by the SIRO and ITSO.

Appendix A - IT Security Incident Management Plan – Template

IT Security Incident Management Plan

Overview

MoJ Business Group [Enter the name of the MoJ Business Group.]

System Description and Scope [This section must describe the scope of the ITSIM plan. Diagrams may prove useful where there is a complex interaction between systems and business processes covered by this plan.]

Escalation Path [This section must describe the escalation path for an IT security incident (see Figure 5).]

Incident Categorisation

Low Impact Incident **Description** [Provide a description of what a Low impact incident constitutes; see here for further details.]

Priority and escalation [Provide details of the priority and standard SLAs which will be applied to incidents at this impact level. Consult the OST and ITSO when completing this section.]

Medium Impact Incident **Description** [Provide a description of what a Medium impact incident

Priority and escalation constitutes; see here for further details.]

[Provide details of the priority and standard SLAs which will be applied to incidents at this impact level. Consult the OST and ITSO when completing this section.]

High Impact Incident **Description** [Provide a description of what a High impact incident constitutes; see here for further details.]

Priority and escalation [Provide details of the priority and standard SLAs which will be applied to incidents at this impact level. Consult the OST and ITSO when completing this section.]

Plan Approval

Business Group SIRO [Enter the name of the Business Group SIRO]
[DATE OF APPROVAL]

IT Security Officer [Enter the name of the ITSO]
[DATE OF APPROVAL]

Completing this plan can form part of the Accreditation process and must be included and

maintained as part of the relevant RMADS.

Appendix B - Escalation path

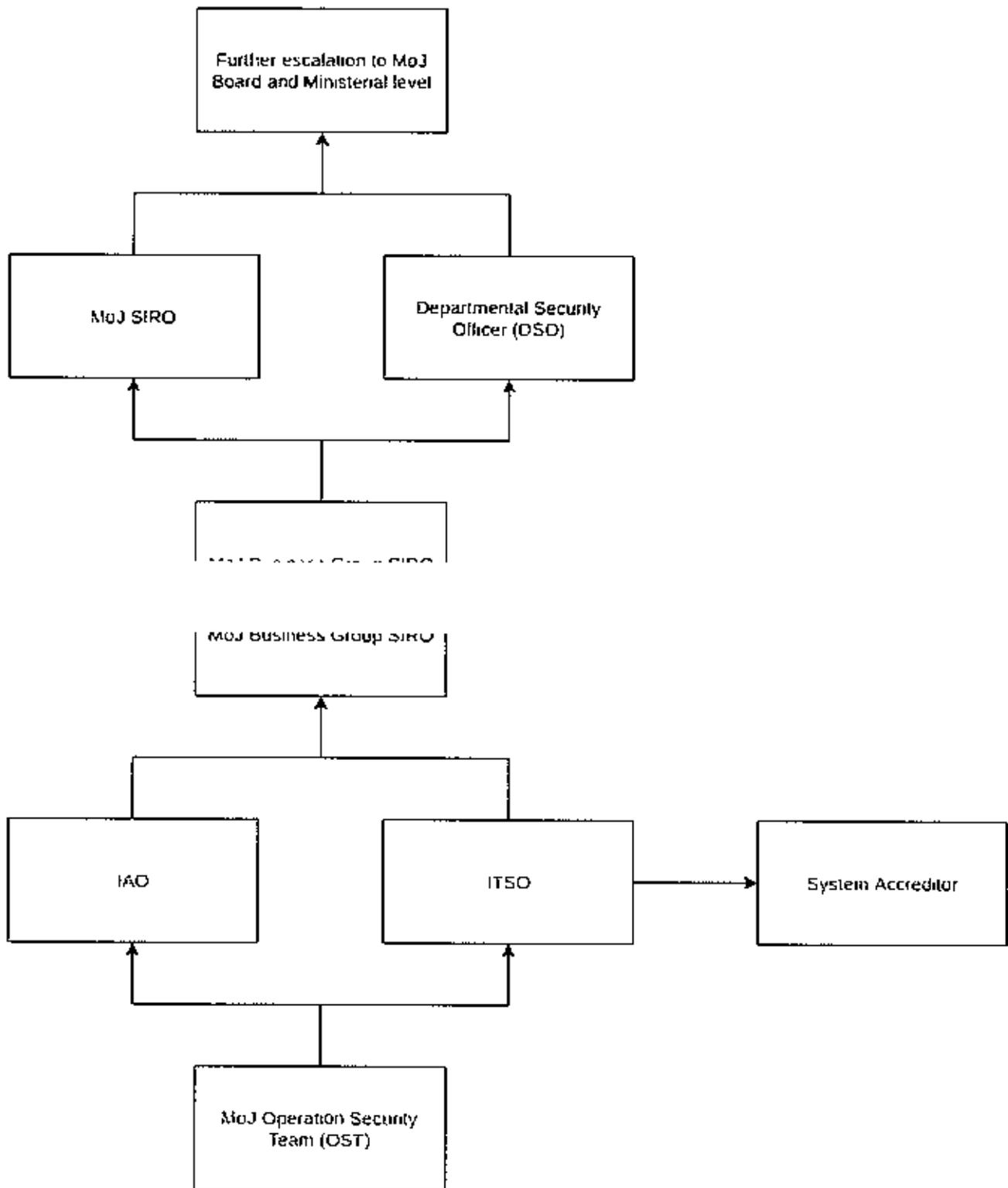


Figure 5 - ITSIM Escalation path



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Staff Security and Responsibilities

All staff

Everyone (including contractor staff) has a role to play in maintaining a secure work environment:

- Adhering to building security arrangements such as displaying a valid building pass all times when in official premises.
- During employment, adhering to security procedures including undertaking information assurance training.
- Complying with procedures to protect information including the security classification system applying the correct classification to information and handling appropriately.
- Not leaving sensitive documents unsecured on copiers/printers for others to see. You should use the 'Secure print' option on the MFD printers and remain at copying machines when printing such information.
- Putting sensitive papers in the black secure waste bins. Personal data or information marked OFFICIAL-SENSITIVE should be torn in half and placed into these bins. Any material at SECRET or above must be pre-shredded.
- Using blue top recycle bins for general waste paper but not for personal data or other sensitive material.
- Ensuring IT security by not sharing your password, locking down your PC when away from your desk, not downloading unauthorised files or applications, looking after laptops/removable media encryption devices and passwords.
- Only using officially provided IT equipment for work purposes (and not emailing work to personal accounts).
- Keeping personal possessions and official assets/information secure and observing the clear desk policy.
- Reporting any significant changes in personal circumstances to your line manager. This includes any changes which could result in a conflict of interest occurring, including notification of any current/new arrests or criminal convictions. If you are National Security cleared (CTC, SC and DV), this will also include a change of partner (report changes to shared services).
- Reporting any security concerns or incidents in the appropriate manner.
- Be familiar with emergency evacuation procedures and your business areas continuity plan.

Related pages

- [Conduct and behaviour](#)
- [Classifying information](#)
- [Security concerns or incidents](#)



- IT security
- Emergency evacuation procedures and your business areas continuity plan

Managers

Everyone (including contractor staff) has a role to play in maintaining a secure work environment. In MoJ and in government, all staff are required to conduct themselves with integrity and honesty, according to the Civil Service Code of Conduct. This includes responsibility for adhering to security policy and complying with security arrangements.

- During employment, ensure staff are made aware of security and information security policies/procedures and local arrangements during their induction process, including mandatory completion of information assurance e-learning.
- monitor staff security performance to ensure they are effectively applying their responsibilities refer to the ongoing personnel security – managers guide.
- Read guidance about ongoing personnel security for managers.
- Ensure that staff adhere to building security arrangements.
- Make staff understand their IT security responsibilities including the electronic communication and web browsing policy.
- Identify any assets, including information, for which you are responsible and which needs to be kept secure; ensure you understand the risks and apply the agreed controls.
- Identify the roles and responsibilities of those staff that will require additional personnel security vetting checks prior to employment, ie Criminal Records Bureau checks and/or National Security Vetting and arrange for this to be carried out.
- Ensure that security performance of third party providers and contractors you are responsible for contract managing is in line with departmental requirements, including validating personnel security vetting checks prior to employment.
- Ensure MoJ assets (equipment, building passes, information, IT access) are securely returned at an employees or contractor termination or change of employment.

Related pages

- IT security
- Information security
- Emergencies
- Report an incident or breach

ANNEX 2: Security Management Plan

[NOTE: TO BE PRODUCED BY THE SUPPLIER AND AGREED BY THE CUSTOMER IN ACCOURDANCE WITH CLAUSE 4 SCHEDULE 7]

CALL OFF SCHEDULE 8: BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

1.1 In this Call Off Schedule 8, the following definitions shall apply:

"Business Continuity Plan"	has the meaning given to it in paragraph 2.2.1(b) of this Call Off Schedule 8;
"Disaster Recovery Plan"	has the meaning given to it in 2.2.1(c) of this Call Off Schedule 8;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a disaster;
"Review Report"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 8;
"Supplier's Proposals"	has the meaning given to it in paragraph 6.2.3 of this Call Off Schedule 8;

2. BCDR PLAN

2.1 Within thirty 30 Working Days from the Call Off Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
- 2.1.2 the recovery of the Services in the event of a Disaster.

2.2 The BCDR Plan shall:

- 2.2.1 be divided into three parts:
 - (a) Part A which shall set out general principles applicable to the BCDR Plan;
 - (b) Part B which shall relate to business continuity (the "Business Continuity Plan"); and
 - (c) Part C which shall relate to disaster recovery (the "Disaster Recovery Plan"); and
- 2.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Customer shall:

- 2.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and
- 2.3.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Customer.

2.4 If the Customer rejects the draft BCDR Plan:

- 2.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and

2.4.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Call Off Schedule 8 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Services and any Services provided to the Customer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the provision of Services and with the Services provided by a Related Supplier; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;
- 3.1.9 identify the procedures for reverting to "normal service";

- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
 - 3.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the 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 Call Off Contract.

4. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Customer expressly states otherwise in writing:
- 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
 - 4.2.2 set out the Services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such Services and steps, the "Business Continuity Services");

- 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and
- 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
 - 5.3.1 the technical design and build specification of the Disaster Recovery System;
 - 5.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of Services
 - 5.3.3 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;
 - 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule 8; and

5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

6.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):

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

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

6.1.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Call Off Schedule 8) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Customer for the Customer's approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to charge the Customer for any costs that it may incur above any estimate without the Customer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Call off Schedule 8 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services 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 the period required by the BCDR Plan or, if no such period is required, within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report (a "Review Report") setting out:

6.2.1 the findings of the review;

6.2.2 any changes in the risk profile associated with the provision of Services; and

6.2.3 the Supplier's proposals (the "Supplier's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.

6.3 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:

6.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and

6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.

6.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:

- 6.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 6.3 and 6.4 of this Call Off Schedule 8 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) 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 Services.
- 7. TESTING OF THE BCDR PLAN**
- 7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2 of this Call Off Schedule 8, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 7.2 If the Customer 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 Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer 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 the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.
- 7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer 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 Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.
- 7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Call Off Contract.
- 7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Customer.

8. INVOCATION OF 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 Customer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Customer.

CALL OFF SCHEDULE 9: EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Call Off Schedule 9, the following definitions shall apply:

"Exclusive Assets"	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Services;
"Exit Information"	has the meaning given to it in paragraph 4.1 of this Call Off Schedule 9;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 3.4 of this Call Off Schedule 9 for managing the Parties' respective obligations under this Call Off Schedule 9;
"Net Book Value"	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Call Off Contract;
"Non-Exclus Assets"	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in paragraphs Error! Reference source not found. and Error! Reference source not found. of this Call Off Schedule 9;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in paragraph 5.1 of this Call Off Schedule 9;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Call Off Schedule 9;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Customer;

"Transferable Contracts"	means the Sub-Contracts, licences for Supplier Background IPR, Project Specific IPR, licences for Third Party IPR or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Services or the Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in paragraph 9.2.1 of this Call Off Schedule 9;
"Transferring Contracts"	has the meaning given to it in paragraph 9.2.3 of this Call Off Schedule 9.

2. INTRODUCTION

- 2.1 This Call Off Schedule 9 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.
- 2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

3. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT

- 3.1 During the Call Off Contract Period, the Supplier shall:
- 3.1.1 create and maintain a Register of all:
 - (a) Supplier Assets, detailing their;
 - (i) Make, model and asset number;
 - (ii) Ownership status as either Exclusive Assets or Non-Exclusive Assets;
 - (iii) Net Book Value;
 - (iv) condition and physical location; and
 - (v) use (including technical specifications).
 - (b) the sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services
 - 3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
 - 3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

- 3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services.
- 3.2 The Supplier shall:
- 3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Call Off Contract; and
- 3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.
- 3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Call Off Schedule 9 which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of Services to which the relevant agreement relates.
- 3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule 9 and provide written notification of such appointment to the other Party within three (3) months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule 9. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Call Off Schedule 9. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule 9 and each Party's compliance with it.
- 4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES**
- 4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 4.1.1 details of the Service(s);
- 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
- 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
- 4.1.4 details of any key terms of any third-party contracts and licences, particularly as regards charges, termination, assignment and novation;

- 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;
 - 4.1.6 all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees' required to be provided by the Supplier under this Call Off Contract such information to include the Staffing Information as defined in Schedule 10 (Staff Transfer); and
 - 4.1.7 such other material and information as the Customer shall reasonably require, (together, the "Exit Information").
- 4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call Off Schedule 9 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).
- 4.3 The Supplier shall:
- 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and shall consult with the Customer regarding such proposed material changes; and
 - 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.
- 4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.
- 4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- 4.5.1 prepare an informed offer for those Services; and
 - 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. EXIT PLAN

- 5.1 The Supplier shall, within three (3) months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:
- 5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;
 - 5.1.2 complies with the requirements set out in paragraph 5.3 of this Call Off Schedule 9; and
 - 5.1.3 is otherwise reasonably satisfactory to the Customer.
- 5.2 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 its

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

- 5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:
- 5.3.1 how the Exit Information is obtained;
 - 5.3.2 the management structure to be employed during both transfer and cessation of the Services;
 - 5.3.3 the management structure to be employed during the Termination Assistance Period;
 - 5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 5.3.5 how the Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
 - 5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);
 - 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
 - 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - (a) used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - (b) relating to the use and operation of the Services;
 - 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;
 - 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
 - 5.3.11 proposals for the disposal of any redundant Services and materials;
 - 5.3.12 procedures to:
 - (a) deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);

- (b) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and
 - (c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees;
- 5.3.13 how each of the issues set out in this Call Off Schedule 9 will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
- 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

6. TERMINATION ASSISTANCE

- 6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Call Off Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) months prior to the Call Off 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:
- 6.1.1 the date from which Termination Assistance is required;
 - 6.1.2 the nature of the Termination Assistance required; and
 - 6.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Services.
- 6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

7. TERMINATION ASSISTANCE PERIOD

- 7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
- 7.1.1 continue to provide the Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Call Off Schedule 9, provide the Termination Assistance;
 - 7.1.2 in addition to providing the Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Customer and/or its Replacement Supplier;

- 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer;
 - 7.1.4 provide the Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and
 - 7.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Call Off Schedule 9, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.
- 7.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.

8. TERMINATION OBLIGATIONS

- 8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall:
- 8.2.1 cease to use the Customer Data;
 - 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
 - 8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
 - 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:
 - (a) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;
 - (b) any equipment which belongs to the Customer;
 - (c) any items that have been on-charged to the Customer, such as consumables; and
 - (d) all Customer Property issued to the Supplier under Clause 31 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to

- the Customer in good working order (allowance shall be made only for reasonable wear and tear);
- (e) any sums prepaid by the Customer in respect of Services not Delivered by the Call Off Expiry Date;
- 8.2.5 vacate any Customer Premises; and
- 8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier and/or any Supplier Personnel;
- 8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:
- (a) such information relating to the Services as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.
- 8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or termination services or for statutory compliance purposes.
- 8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.
- 9. ASSETS AND SUB-CONTRACTS**
- 9.1 Following notice of termination of this Call Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:
- 9.1.1 terminate, enter into or vary any Sub-Contract;
- 9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
- 9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Services.
- 9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.5 of this Call Off Schedule 9, the Customer shall provide written notice to the Supplier setting out:

- 9.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier ("Transferring Assets");
- 9.2.2 which, if any, of:
- (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets the Customer and/or the Replacement Supplier requires the continued use of;
- 9.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the "Transferring Contracts"), in order for the Customer and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Services or the Replacement Services.
- 9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.
- 9.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.
- 9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Call Off Schedule 9 that the Customer 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:
- 9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 9.7 The Customer shall:
- 9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

- 9.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.
- 9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 9.9 The Supplier shall indemnify the Customer (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 Customer (and/or Replacement Supplier) pursuant to paragraph 9.6 of this Call Off Schedule 9 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.
- 10. SUPPLIER PERSONNEL**
- 10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Call Off Schedule 10 (Staff Transfer) shall apply.
- 10.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of the Customer to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor.
- 10.3 During the Termination Assistance Period, the Supplier shall and shall procure that any relevant Sub-Contractor shall:
- 10.3.1 give the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor reasonable access to the Supplier's personnel and/or their consultation representatives to present the case for transferring their employment to the Customer and/or the Replacement Supplier and/or to discuss or consult on any measures envisaged by the Customer, Replacement Supplier and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;
 - 10.3.2 co-operate with the Customer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services.
- 10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 10.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier except that this paragraph 10.5 shall not apply where an offer is made pursuant to an express right to make such offer under Call Off Schedule 10.1 (Staff Transfer) in respect of a Transferring Supplier Employee not identified in the Supplier's Final Supplier Personnel List.

11. CHARGES

- 11.1 Except as otherwise expressly specified in this Call Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 9 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

- 12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

- 12.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier 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
- 12.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

- 12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Call Off Schedule 9 as soon as reasonably practicable.

CALL OFF SCHEDULE 10: STAFF TRANSFER

I. DEFINITIONS

In this Call Off Schedule 10, the following definitions shall apply:

"Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
"Department"	any government departments or agencies who are cluster partners or affiliated to the Ministry of Justice Estate Directorate Estates Cluster in order to receive the benefit of Services under the terms of this Call Off Contract;
"Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
"Fair Deal Employees"	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Call Off Schedule 10 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
"Former Supplier"	a supplier supplying services to the Customer or any Department 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 sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
"Notified Sub-Contractor"	a Sub-Contractor identified in the Annex to this Call Off Schedule 10 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Replacement Sub-Contractor"	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service

	Transfer Date (or any sub-contractor of any such sub-contractor);
"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;
"Schemes"	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 Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"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 Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;

- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); 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 Personnel who 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 Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Transferring Customer Employees"

those employees of the Customer or any Department 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; and

"Transferring Supplier Employees"

those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Call Off Schedule 10 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Department, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

PART A
TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Customer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer (and/or the relevant Department, as the case may be) and the Transferring Customer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Customer Employee.

1.2 The Customer shall or shall use reasonable endeavours to procure that the Department shall (as appropriate), comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant 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 which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

2. CUSTOMER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Customer (and/or the relevant Department) in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Customer (and/or the relevant Department) before the Relevant Transfer Date of:

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

(b) any custom or practice in respect of any Transferring Customer Employees which the Customer (and/or the relevant Department) is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer (and/or the

relevant Department) to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

- 2.1.4 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 Customer 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 Customer 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 Customer (and/or the relevant Department) to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 2.1.5 a failure of the Customer (and/or the relevant Department) 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 Customer Employees arising before the Relevant Transfer Date;
- 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer (and/or the relevant Department) other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer (and/or the relevant Department) 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 Sub-Contractor 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 Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment

has been transferred from the Customer (and/or the relevant Department) to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and
 - 2.3.2 the Customer (and/or the relevant Department) may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified 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 Notified Sub-Contractor 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 Notified Sub-Contractor 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 applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor 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 Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor 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 Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Call Off Commencement Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Customer (and/or the relevant Department) nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer and the relevant Department against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor 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 Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (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 Customer 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 any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer 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 Customer 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 Customer 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 Customer (and/or the relevant Department) to the Supplier or a Sub-Contractor, 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;
- 3.1.7 a failure of the Supplier or any Sub-Contractor 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 Customer 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 Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's (and/or the relevant Department'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 Sub-Contractor 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 Customer (or the relevant Department) whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's or the relevant Department's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant 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 any other 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 Customer and the Supplier.

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer (and/or the relevant Department) to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:

- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 5.2.4 the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs Error! Reference source not found. or Error! Reference source not found. shall be agreed in accordance with the Variation Procedure.

6. PENSIONS

The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

- 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
- 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
- 1.2.3 agree, notwithstanding Paragraph Error! Reference source not found. of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
- 1.2.4 agree that the Customer may terminate this Call Off Contract in the event that the Supplier breaches the Admission Agreement:
- (a) and that breach is not capable of being remedied; or
 - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.
- 1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

2. FUTURE SERVICE BENEFITS

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer and the relevant Department on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer and the relevant Department on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with 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.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and

7.3 for the applicable period either:

- 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
- 7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract, ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8. BULK TRANSFER

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- 8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 8.1.3 allow, in respect of any Fair Deal 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 Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
- 8.1.4 indemnify the Customer and the relevant Department on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

PART B
TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

- 1.1 The Customer 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 Notified Sub-Contractor and each such Transferring Former Supplier Employee.
- 1.2 Subject to Paragraph 6, the Customer shall, or shall use reasonable endeavours to procure that the relevant Department shall (as appropriate), 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 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 Customer shall, or shall use reasonable endeavours to procure that the relevant Department shall (as appropriate), procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

- 2.1 Subject to Paragraphs 2.2 and 6, the Customer shall or shall use reasonable endeavours to procure that the relevant Department shall (as appropriate), and to the extent it is relevant to do so, shall procure that the relevant Department shall, procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor 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 Notified Sub-Contractor 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 Notified Sub-Contractor as appropriate may be liable by virtue of this Call Off 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer 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 Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
- 2.3.2 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 by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 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 Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified 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 Notified Sub-Contractor 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 Notified Sub-Contractor 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, the Customer shall, or shall use reasonable endeavours to procure that the relevant Department shall (as appropriate) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor 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 Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor 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 Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Call Off Commencement Date.

2.8 If 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 Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer, the relevant Department to whom the Former Supplier was contracted to, 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor (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 Sub-Contractor 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 Customer 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 Sub-Contractor, 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant 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 any other 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 shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer (and/or the relevant Department) and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall or shall use reasonable endeavours to procure that the relevant Department shall (as appropriate), procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer 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 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - 5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - 5.1.4 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. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Customer accepts an obligation to procure or to use reasonable endeavours to procure that a Department procures (as appropriate) 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 Customer's or the relevant Department's contract (as appropriate) with the Former Supplier contains a contractual right in that regard which the Customer or the relevant Department (as appropriate) may enforce, or otherwise so that it requires only that the Customer or the relevant Department (as appropriate) must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

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ANNEX TO PART B: PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

- 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
 - 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
 - 1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement:
 - (a) and that breach is not capable of being remedied; or
 - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.
- 1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

2. FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is re-joining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions

governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer and the relevant Department on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer and the relevant Department on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements 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.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- 7.3 for the applicable period either
 - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
 - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract, ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8. BULK TRANSFER

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:
 - 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
 - 8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
 - 8.1.3 allow, in respect of any Fair Deal 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 Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
 - 8.1.4 indemnify the Customer and the relevant Department on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

**PART D
EMPLOYMENT EXIT PROVISIONS**

1. PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Customer 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 this Call Off Contract;
 - 1.1.3 the date which is twelve (12) months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, 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 Customer.
- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:
- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - 1.2.2 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 Customer 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 Sub-Contractor.
- 1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor 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, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor 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 Customer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel 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 Personnel (including 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 Personnel 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); or
- 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 Sub-Contractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which 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 Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Call Off Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part B of this Call Off Schedule 10 (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 Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (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. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Customer 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 this Call Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. 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 Customer and the Supplier further 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 Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor 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 (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor 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 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 Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:
 - 2.3.1 any act or omission of the Supplier or any Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, 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 Sub-Contractor 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 Sub-Contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Call Off 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 Sub-Contractor 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 Customer 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor'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 Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment 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 Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor 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, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor 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 Sub-Contractor; or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor 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 Sub-Contractor to the Supplier within six (6) months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor 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 Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor 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:

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

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

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors 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 Sub-Contractor in respect of any 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;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor (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 Sub-Contractor 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 Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor (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 Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS

Carter Jonas: Principle Sub-Contractor with a focus on provision of agricultural services.

CALL OFF SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE

1 DEFINITIONS

1.1 In this Call Off Schedule 11, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 11;
"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Services;
"Expert"	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 11;
"Extraordinary Meeting"	a meeting, attended in person or over a conference call, held by the Parties in an attempt to resolve the Dispute in good faith in accordance with paragraphs 2.5 and 2.6 of this Call Off Schedule 11;
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 11; and
"Senior Officers"	are senior officials of the Customer and Supplier that have been instructed by the Customer Representative and Supplier Representative respectively to resolve the Dispute by commercial negotiation.

2 INTRODUCTION

2.1 The Parties shall seek to resolve a Dispute:

- 2.1.1 first in good faith (as prescribed in paragraphs 2.4 to 2.8 of this Call Off Schedule 11);
- 2.1.2 where the Dispute has not been resolved by good faith, the Parties shall attempt to resolve the Dispute by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule 11);
- 2.1.3 where the Dispute has not been resolved in good faith and commercial negotiation has been unsuccessful in resolving the Dispute, then either Party may serve a Dispute Notice and shall attempt to resolve the Dispute through mediation (as prescribed in paragraph 4 of this Call Off Schedule 11); and
- 2.1.4 if mediation is not agreed by the Parties, the Parties may proceed to arbitration (as prescribed in paragraph 6 of this Call Off Schedule 11) or litigation (in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction)).

- 2.2 Specific issues may be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule 11) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule 11.
- 2.3 Save in relation to paragraph 4.5, the Parties shall bear their own legal costs in resolving Disputes under this Call Off Schedule 11.

Good faith discussions

- 2.4 Pursuant to paragraph 2.1.1 of this Call Off Schedule 11, if any Dispute arises the Customer Representative and the Supplier Representative shall attempt first to resolve the Dispute in good faith, which may include (without limitation) either Party holding an Extraordinary Meeting.
- 2.5 Either Party may hold an Extraordinary Meeting by serving written notice. The written notice must give the receiving party at least five (5) Working Days' notice of when the Extraordinary Meeting is to take place.
- 2.6 The Customer Representative and Supplier Representative shall attend the Extraordinary Meeting. The key personnel of the Parties may also attend the Extraordinary Meeting.
- 2.7 The representatives of the Parties attending the Extraordinary Meeting shall use their best endeavours to resolve the Dispute.
- 2.8 If the Dispute is not resolved at the Extraordinary Meeting then the Parties may attempt to hold additional Extraordinary Meetings in an attempt to resolve the Dispute. If the Extraordinary Meetings are unsuccessful in resolving the Dispute or the Dispute has not been resolved through good faith discussions thirty (30) Working Days from when they first started, the Parties shall attempt to resolve the Dispute by commercial negotiation.

3 COMMERCIAL NEGOTIATIONS

- 3.1 Where the Parties have been unable to resolve the Dispute in good faith under paragraphs 2.4 to 2.8 of this Call Off Schedule 11, pursuant to paragraph 2.1.2 the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute by discussion between Senior Officers.
- 3.2 Senior Officers shall resolve the Dispute as soon as possible and in any event thirty (30) Working Days from the date Parties agree good faith discussions were deemed unsuccessful.
- 3.3 If Senior Officers:
- 3.3.1 are of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
- 3.3.2 fail to resolve the Dispute in the timelines under paragraph 3.2 of this Call Off Schedule 11,
- commercial negotiations shall be deemed unsuccessful and either Party may serve a Dispute Notice in accordance with paragraphs 3.4 and 3.5 of this Call Off Schedule 11.

Dispute Notice

- 3.4 The Dispute Notice shall set out:
- 3.4.1 the material particulars of the Dispute;

- 3.4.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- 3.4.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 7 of this Call Off Schedule 11, the reason why.
- 3.5 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

4 MEDIATION

- 4.1 Pursuant to paragraph 2.1.3 of this Call Off Schedule 11, if a Dispute Notice is served, the Parties shall attempt to resolve the Dispute by way of mediation. The Parties may follow the CEDR's Model Mediation Procedure which is current at the time the Dispute Notice is served (or such other version as the Parties may agree) or a mediation procedure that is agreed between the Parties.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Dispute Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If neither Party applies to CEDR to nominate the Mediator or an application to CEDR is unsuccessful under paragraph 4.2 of this Call Off Schedule 11, either Party may proceed to:
 - 4.3.1 hold further discussions between Senior Officers; or
 - 4.3.2 an Expert determination, as prescribed in paragraph 5 of this Call Off Schedule 11; or
 - 4.3.3 arbitration, as prescribed in paragraph 6 of this Call Off Schedule 11; or
 - 4.3.4 litigation in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction).
- 4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.
- 4.6 The costs of any mediation procedure used to resolve the Dispute under this paragraph 4 of this Call Off Schedule 11 shall be shared equally between the Parties.

5 EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an accounting or financing nature (as the Parties may agree), either Party may request (such request shall not be unreasonably withheld or

delayed by the Parties) by written notice to the other that the Dispute is referred to an Expert for determination.

- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the relevant professional body.
- 5.3 The Expert shall act on the following basis:
 - 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6 ARBITRATION

- 6.1 Either of the Parties may, at any time before court proceedings are commenced and after the Parties have attempted to resolve the Dispute in good faith, by commercial negotiation, mediation and Expert determination (if applicable), refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule 11.
- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Call Off Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If:
 - 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule 11 shall apply;
 - 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

- 6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule 11 or commence court proceedings in the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
- 6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule 11, the Parties hereby confirm that:
 - 6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to paragraph and 6.4.6 of this Call Off Schedule 11);
 - 6.4.2 the arbitration shall be administered by the LCIA;
 - 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Call Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - 6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 6.4.5 the arbitration proceedings shall take place in London and in the English language; and
 - 6.4.6 the seat of the arbitration shall be London.

7 EXPEDITED DISPUTE TIMETABLE

- 7.1 In exceptional circumstances where the use of the times in this Call Off Schedule 11 would be considered unreasonable by the Parties, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.
- 7.2 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 7.1 of this Call Off Schedule 11 or is otherwise specified under the provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Call Off Schedule 11:
 - 7.2.1 in paragraph 2.8, fourteen (14) Working Days;
 - 7.2.2 in paragraph 3.2, ten (10) Working Days;
 - 7.2.3 in paragraph 4.2, ten (10) Working Days;
 - 7.2.4 in paragraph 5.2, five (5) Working Days; and
 - 7.2.5 in paragraph 6.2, ten (10) Working Days.

- 7.3 If at any point it becomes clear that an applicable deadline under paragraph 7.2 of this Call Off Schedule 11 cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the relevant deadline.
- 7.4 If, pursuant to paragraph 7.2 of this Call Off Schedule 11, the Parties fail to agree within two (2) Working Days after the relevant deadline has passed, the Customer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs under paragraph 7.2 (or no less than two (2) Working Days in the case of Paragraph 5.2 of this Call Off Schedule 11).
- 7.5 Any agreed extension under paragraph 7.2 of this Call Off Schedule 11 shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Customer fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

8 URGENT RELIEF

- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 8.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; or
- 8.1.2 where compliance with paragraph 2.1 of this Call Off Schedule 11 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period; or
- 8.1.3 if the Parties fail to resolve the Dispute following good faith discussions and commercial negotiations and mediation (where applicable) is unsuccessful within 60 working days or such period as may be agreed by the Parties then any Dispute between the Parties may be referred to the Courts.

CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied:

.....
Variation Form No:
.....

BETWEEN:

Secretary of State for Justice on behalf of the Crown acting through the Ministry of Justice Estates Directorate Estates Cluster ("the Customer")

and

Cushman & Wakefield Debenham Tie Leung Limited, Company number 02757768 ("the Supplier")

1. This Call Off Contract is varied as follows:

[Refer to Clause 22.1 and insert details of the Variation]

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

3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Address

CALL OFF SCHEDULE 13: TRANSPARENCY REPORTS

- 1.1 Within two (2) months from the Call Off Commencement Date or the date so specified by the Customer in the Call Off Order Form the Supplier shall provide to the Customer for Approval (the Customer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 below.
- 1.2 If the Customer rejects any proposed Transparency Report, the Supplier shall submit a revised version of the relevant report for further Approval by the Customer 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 Customer. If the Parties fail to agree on a draft Transparency Report the Customer shall determine what should be included.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1 of this Call Off Schedule 13 below.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.5 The requirements in this Call Off Schedule 13 are in addition to any other reporting requirements in this Call Off Contract.

ANNEX 1: LIST OF TRANSPARENCY REPORTS

Section ref	Report	Content	Timing
Account Management	Monthly	Reports (as requested) to include the monthly account management functions.	Within 14 days of the end of the calendar month.
	Quarterly	Reports (as requested) to include account management functions on a quarterly basis.	Within 14 days of the end of each English quarter.
	Finance report	Report estimating the expenditure by category including but not limited to rents, rates and service charges and capital and revenue costings etc.	End of September annually.
	Asset Valuation	As instructed by the Customer – to complete as required. Detailing the property valued, the basis of the value and any other information required.	End of each FY within a rolling 5 year programme.
	Works report	Report detailing commissions completed, in progress and forecasted to commence including but not limited to costings etc.	Within 5 working days unless otherwise agreed with the Customer.
	Ad Hoc reports	Any additional reports requested by the Customer.	Within 5 working days unless otherwise agreed with the Customer.
	Budget Forecast	Report detailing rent reviews, rent rates and not limited to lease renewals.	End of September annually.
	KPI	The report detailing the measures and outcomes of the key performance indicators.	Quarterly.
Finance	Monthly	Reports including but not limited to Bank Reconciliation – detailing cash book, Accounting Report, Schedule of lease renewals etc.	Within 14 days of the calendar month.
	Quarterly	Reports including but not limited to Quarterly Savings Reports on core matters not including rents, rates and leases.	Quarterly.
	Annually	Annual Budget Forecast.	Annually (September).
	Sub-tenant accounting	Report encompassing the transactions, receipts, arrears and RICS bank account reconciliations etc.	As agreed with the Customer.
Rating	Rating Valuation Report	Report reflecting the rateable value or expected rateable value of a property after appeal.	As agreed with the Customer.
Casework	Monthly	Report detailing the high end and low-end work not covered within lease expiries and breaks.	Within 14 days of the end of the calendar month.
General Estates Matters	Monthly	Reports (as requested) to include monthly estates matters not covered under account management.	Within 14 days of the end of the calendar month.

Lease Events	Monthly	Report detailing the future lease events including break options within the Customer.	24 months before event occurrence.
Dilapidations Forecast	Annually	Report detailing the forecast dilapidations within the Customer, including but not limited to suggestions on how to proceed.	As required by the Customer.
Dilapidation	Reports	Reports detailing the dilapidations within the Customer.	As required by the Customer.
Other	Any other requested reports	As requested and agreed.	Within 5 working days unless otherwise agreed with the Customer.

THE TABLE PRODUCED ABOVE IS THE SAME AS THE TABLE CONTAINED IN SCHEDULE 2: SERVICES,
ANNEX 1: THE SERVICES (ANNEX C)

CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES

1 INTRODUCTION

- 1.1 This Call Off Schedule 14 specifies the range of Alternative Clauses and Additional Clauses that may be requested in the Call Off Order Form and, if requested in the Call Off Order Form, shall apply to this Call Off Contract.

2 CLAUSES SELECTED

- 2.1 The Customer may, in the Call Off Order Form, request the following Alternative Clauses:

- 2.1.1 Scots Law (see paragraph 4.1 of this Call Off Schedule 14);
- 2.1.2 Northern Ireland Law (see paragraph 4.2 of this Call Off Schedule 14);
- 2.1.3 Non-Crown Bodies (see paragraph 4.3 of this Call Off Schedule 14);
- 2.1.4 Non-FOIA Public Bodies (see paragraph 4.4 of this Call Off Schedule 14);
- 2.1.5 Financial Limits (see paragraph 4.5 of this Call Off Schedule 14).

- 2.2 The Customer may, in the Call Off Order Form, request the following Additional Clauses should apply:

- 2.2.1 Security Measures (see paragraph Error! Reference source not found..1 of this Call Off Schedule 14);
- 2.2.2 Obligation to pay the Living Wage (see paragraph 6.1 to this Call Off Schedule 14);
- 2.2.3 MOD ("Ministry of Defence") Additional or Alternative Clauses (see paragraph Error! Reference source not found. of this Call Off Schedule 14)
- 2.2.4 Obligations to Advertise Supply Chain Opportunities (see paragraph 8 of this Call Off Schedule 14)

3 IMPLEMENTATION

- 3.1 The appropriate changes have been made in this Call Off Contract to implement the Alternative and/or Additional Clauses specified in paragraph 2.1 of this Call Off Schedule 14 and the Additional Clauses specified in paragraphs 2.2 and 2.2.1 of this Call Off Schedule 14 shall be deemed to be incorporated into this Call Off Contract.

4 ALTERNATIVE CLAUSES

4.1 SCOTS LAW

- 4.1.1 Law and Jurisdiction (Clause 57)
 - a) References to "England and Wales" in the original Clause 57 of this Call Off Contract (Law and Jurisdiction) shall be replaced with "Scotland".
 - b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1 (a) shall have the effect of substituting the equivalent Scots legislation.

4.2 NORTHERN IRELAND LAW

- 4.2.1 Law and Jurisdiction (Clause 57)

- a) References to "England and Wales" in the original Clause 57 of this Call Off Contract (Law and Jurisdiction) shall be replaced with "Northern Ireland".
 - b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1a) shall have the effect of substituting the equivalent Northern Ireland legislation.
- 4.2.2 Insolvency Event: In Call Off Schedule 1 (Definitions), reference to "section 123 of the Insolvency Act 1985" in limb f) of the definition of Insolvency Event shall be replaced with "Article 103 of the Insolvency (NI) Order 1989".
- 4.3 NON-CROWN BODIES
- 4.3.1 Clause 46.5.1(a) of this Call Off Contract (Official Secrets Act and Finance Act) shall be deleted.
- 4.4 NON-FOIA PUBLIC BODIES
- 4.4.1 Replace Clause 34.4 of this Call Off Contract (Transparency and Freedom of Information) with "The Customer has notified the Supplier that the Customer is exempt from the provisions of FOIA and EIR."
- 4.5 FINANCIAL LIMITS
- 4.5.1 NOT USED

5 ADDITIONAL CLAUSES: GENERAL

- 5.1.1 The following definitions to be added to Call Off Schedule 1 (Definitions) to the Call Off Order Form and the Call Off Terms:
- a) "Document" includes specifications, plans, drawings, photographs and books;
 - b) "Secret Matter" means any matter connected with or arising out of the performance of this Call Off Contract which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';
 - c) "Servant" where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.
- 5.1.2 The following new Clause 59 shall apply:

Clause 59 SECURITY MEASURES

- 59.1 The Supplier shall not, either before or after the completion or termination of this Call Off Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a secret matter being:
- 59.1.1 without the prior consent in writing of the Customer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
 - 59.1.2 disclosed to or acquired by a person as respects whom the Customer has given to the Supplier a notice in writing which has not been cancelled

- stating that the Customer requires that secret matters shall not be disclosed to that person;
- 59.1.3 without the prior consent in writing of the Customer, disclosed to or acquired by any person who is not a servant of the Supplier; or
- 59.1.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Call Off Contract that such person shall have the information.
- 59.2 Without prejudice to the provisions of Clause 58, the Supplier shall, both before and after the completion or termination of this Call Off Contract, take all reasonable steps to ensure:
- 59.2.1 no such person as is mentioned in Clauses 59.1, 59.1.1 or 59.1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a secret matter except with the prior consent in writing of the Customer;
- 59.2.2 that no visitor to any premises in which there is any item to be supplied under this Call Off Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any secret matter unless the visitor is authorised in writing by the Customer so to do;
- 59.2.3 that no photograph of any item to be supplied under this Call Off Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, and that no such photograph shall, without such consent, be published or otherwise circulated;
- 59.2.4 that all information about any secret matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
- 59.2.5 that if the Customer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such document, model or item as is mentioned in Clause 59.2.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Customer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.
- 59.3 The decision of the Customer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of Clause 58 shall be final and conclusive.

- 59.4 If and when directed by the Customer, the Supplier shall furnish full particulars of all people who are at any time concerned with any secret matter.
- 59.5 If and when directed by the Customer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of a Call Off Contract.
- 59.6 If, at any time either before or after the expiry or termination of this Call Off Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Call Off Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Customer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.
- 59.7 The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any secret matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 58 and 59.2 and shall, if directed by the Customer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any secret matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of Clause 58 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
- 59.8 The Supplier shall, if directed by the Customer, include in the Sub-Contract provisions in such terms as the Customer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by Clause 58, but with such variations (if any) as the Customer may consider necessary. Further the Supplier shall:
- 59.8.1 give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under Clause 58 into operation in such cases and to such extent as the Customer may direct;

59.8.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of Clause 58, notify such breach forthwith to the Customer; and

59.8.3 if and when so required by the Customer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 59.11.

59.9 The Supplier shall give the Customer such information and particulars as the Customer may from time to time require for the purposes of satisfying the Customer that the obligations imposed by or under the foregoing provisions of Clause 58 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Customer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Call Off Contract or in which there is or will be any item to be supplied under this Call Off Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Call Off Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

59.10 Nothing in Clause 58 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

59.11 If the Customer shall consider that any of the following events has occurred:

59.11.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of Clause 58; or

59.11.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Customer, or with any department or person acting on behalf of the Crown; or

59.11.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in 59.11.2, information about a secret matter has been or is likely to be acquired by a person who, in the opinion of the Customer, ought not to have such information;

shall also decide that the interests of the State require the termination of this Call Off Contract, the Customer may by notice in writing terminate this Call Off Contract forthwith.

59.12 A decision of the Customer to terminate this Call Off Contract in accordance with the provisions of Clause 59.11 shall be final and conclusive and it shall not be

necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Customer's decision is based.

59.13 Supplier's notice

- 59.13.1 The Supplier may within five (5) Working Days of the termination of this Call Off Contract in accordance with the provisions of Clause 59.11, give the Customer notice in writing requesting the Customer to state whether the event upon which the Customer's decision to terminate was based is an event mentioned in Clauses 59.11, 59.11.1 or 59.11.2 and to give particulars of that event; and
- 59.13.2 the Customer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

59.14 Matters pursuant to termination

- 59.14.1 The termination of this Call Off Contract pursuant to Clause 59.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;
- 59.14.2 The Supplier shall be entitled to be paid for any work or thing done under this Call Off Contract and accepted but not paid for by the Customer at the date of such termination either at the price which would have been payable under this Call Off Contract if this Call Off Contract had not been terminated, or at a reasonable price;
- 59.14.3 The Customer may take over any work or thing done or made under this Call Off Contract (whether completed or not) and not accepted at the date of such termination which the Customer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of Clause 58 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Customer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Customer to have the full benefit of any work or thing taken over under this Clause; and
- 59.14.4 Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination of this Call Off Contract
- 59.15 If, after notice of termination of this Call Off Contract pursuant to the provisions of 59.11:
- 59.15.1 the Customer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 58.13.1; or

- 59.15.2 the Customer shall state in the statement and particulars detailed in Clause 58.13.2. that the event upon which the Customer's decision to terminate this Call Off Contract was based is an event mentioned in Clause 58.11.3, the respective rights and obligations of the Supplier and the Customer shall be terminated in accordance with the following provisions:
- 59.15.3 the Customer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Call Off Contract under the provisions of Clause 58.11 and properly provided by or supplied to the Supplier for the performance of this Call Off Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Customer, elect to retain;
- 59.15.4 the Supplier shall prepare and deliver to the Customer within an agreed period or in default of agreement within such period as the Customer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Customer and shall deliver such materials and items in accordance with the directions of the Customer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
- 59.15.5 the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Call Off Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract;
- 59.15.6 if hardship to the Supplier should arise from the operation of Clause 58.15 it shall be open to the Supplier to refer the circumstances to the Customer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Customer on any matter arising out of this Clause 58.15 shall be final and conclusive; and

subject to the operation of Clauses 58.15.3, 58.15.4, 58.15.5 and 58.15.6 termination of this Call Off Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

6 OBLIGATION TO PAY THE LIVING WAGE

6.1 For the purposes of this paragraph 6, unless the context indicates otherwise, the expression "Living Wage" refers to the basic hourly wage calculated annually by the Resolution Foundation and overseen by the Living Wage Commission, based on the best available evidence about living standards in London and the UK.

6.1.1 For the purposes of this paragraph, unless the context indicates otherwise "London Living Wage" means a basic hourly wage (as at the date of the Framework Agreement

2017 and as amended) of £ 10.55 (ten pounds and fifty five pence) (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.

- 6.1.2 For the purposes of this paragraph, unless the context indicates otherwise "Living Wage" outside London means a basic hourly wage (as at the date of the Framework Agreement 2017 and as amended)) of £9.00 (nine pounds) (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.
- 6.2 Without prejudice to any other provision of the Framework Agreement, the Service Provider shall:
- 6.2.1 ensure that none of its employees engaged in the provision of the Services within the Greater London area, or on the Contracting Authority's estate within the Greater London area, but not otherwise is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage. For the purpose of this paragraph 6.2.1 any allowance paid to the relevant employee for living costs and expenses (including accommodation provided by the Service Provider) while the relevant employee is working within the Greater London area is taken into account in determining whether employees have been paid the London Living Wage;
- 6.2.2 ensure that none of its employees engaged in the provision of the Services within the UK, but outside of the Greater London area, or on the Contracting Authority's estate within the UK, but outside of the Greater London area, but not otherwise is paid an hourly wage (or equivalent of an hourly wage) less than the Living Wage. For the purpose of this paragraph 6.2.2 any allowance paid to the relevant employee for living costs and expenses (including accommodation provided by the Service Provider) while the relevant employee is working within the UK, but outside the Greater London area is taken into account in determining whether employees have been paid the Living Wage;
- 6.2.3 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective Framework Agreements of employment;
- 6.2.4 disseminate on behalf of the Contracting Authority to its employees engaged in the provision of the Services such perception questionnaires as the Contracting Authority may reasonably require from time to time and promptly collate and return to the Contracting Authority responses to such questionnaires; and
- 6.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage and the Living Wage.
- 6.3 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage and / or Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- 6.4 The Contracting Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage and / or Living Wage to the Service Provider's staff and the staff of its Sub-Framework Contractors.
- 6.5 Any breach by the Service Provider of the provisions of this paragraph 6 shall be treated as a material breach capable of remedy in accordance with clause 38 of the Framework Agreement.

7 NOT USED

8 OBLIGATION TO ADVERTISE SUPPLY CHAIN OPPORTUNITIES

8.1 The following new Clause 61 shall apply:

Clause 61 Obligation to Advertise Supply Chain Opportunities

61.1 The Supplier shall ensure that all Sub-Contracts, which the Supplier intends to procure following date of this Call Off Contract, and which the Supplier has not, before the date of this Call Off Contract, already awarded to a particular Sub-Contractor, are:

61.1.1 advertised; and

61.1.2 awarded following a fair, transparent and competitive process proportionate to the nature and value of the Sub-Contract.

61.2 Any Sub-Contract awarded by the Supplier pursuant to Clause 61.1 must contain suitable provisions to impose, as between the parties of the Sub-Contract:

61.2.1 requirements to the same effect as those in Clause 61.1; and

61.2.2 a requirement for the Sub-Contractor to include in any Sub-Contract which it in turn awards, suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 61.2.

9 SERVICES

9.1 The following definitions to be added to Call Off Schedule 1 (Definitions) to the Call Off Order Form and the Call Off Terms:

“Core Services” shall mean the Core Service Requirements defined in 1.1 of Schedule 2 Annex 1

“Non-Core Services” shall mean the Non-Core Service Requirements defined in 1.1 of Schedule 2 Annex 1

9.2 The following new clause shall apply:

9.2.1 The Supplier shall perform all of the Core Services at the request of the Customer in accordance with the terms of the Call Off Contract for the Call Off Contract Charges unless the Supplier has a conflict of interest or there is another reason to prevent the Supplier from undertaking the work which the Authority at its discretion (acting reasonably) considers reasonable.

9.2.2 Where instructed by the Customer the Supplier shall perform Non- Core Services in accordance with the terms of the Call Off Contract for the Call Off Contract Charges unless another charge rate has been agreed in writing by the Authority. The Customer has the right to award work comprised in Non-Core Services to other providers on the Framework Agreement or suppliers not on the Framework Agreement at the Customer’s sole discretion, including where any of the following non-exhaustive circumstances are deemed to apply:

a) where a conflict of interest exists or is perceived to exist;

b) to leverage specific geographic/local expertise which is relevant to the services required;

- c) to leverage a specialist competency or skill which is relevant to the services required;
- d) to assist with demand/manage capacity issues;
- e) where previous or ongoing poor performance, including poor performance as measured in accordance with the KPIs, Service Levels by the Supplier is likely to negatively affect its ability to deliver the required Services and such performance issues have been raised with the Supplier in advance; and
- f) to facilitate market testing and/or as a means of helping the Customer to demonstrate it is achieving best value in the use of public funds.

ANNEX 1 – CUSTOMER POLICIES

[No Additional Policies]

