

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022



**Crown  
Commercial  
Service**

## **Digital Outcomes and Specialists 6 (RM1043.8)**

### **Framework Schedule 6 (Order Form)**

CPS Ref: PR 2023 143

Provision of Small-Scale Data Factory

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

### **Order Form**

Call-Off Reference: PR 2023 143

Call-Off Title: Provision of Small-Scale Data Factory

Call-Off Contract Description:

The Crown Prosecution Service (CPS) is an independent public agency that prosecutes criminal cases investigated by the police and other investigative organisations in England and Wales. The CPS makes its decisions independently of the police and government. The CPS is responsible for prosecuting criminal cases, including cyber/online crime, domestic abuse, driving offenses, drug offenses, fraud and economic crime, hate crime, international and organised crime, proceeds of crime, sexual offenses, terrorism, violent crime, and youth crime.

The CPS requires a supplier with highly skilled engineers and developers to support, design and develop the department's existing management information systems.

The primary objective is to transfer key data sets into Azure Data Factory so that it can be transformed and then reported through the Power BI data visualisation tool. We need this to be delivered safely, efficiently, and effectively while offering value for money for the taxpayer.

The supplier must work with CPS staff to share knowledge and build in-house capabilities throughout the duration of the contract. The aim being to ensure CPS is provided with all the documentation (written and/or using multi-media) outlining any changes to the existing systems and staff are upskilled and confident in the solutions that are implemented.

Essential functional requirements must include but are not limited to the build, support and maintenance of:

- Flexible and simple configuration of Extraction, Transform & Load (ETL) pipelines, routines and processes of data. E.g. both manually input and interfaced data is able to be broken up, validated, put back together in multiple ways and shaped into the chosen format or presentation;
- The supplier must offer Management access authentication – Username/Password & VPN via Single Sign On (SSO) by means of an Azure Active Directory where possible.
- Solution must route via a Zscaler connector for access to anything on the CPS network.
- Integrate data with Power BI and Power BI dashboards to demonstrate near real time reporting capabilities and updating;
  - allow users to
    - o build reports via self-service
    - o filter reports/ dashboards and apply filters at any time in a report/dashboard
    - o apply pivot / select levels for data extraction
    - o ability to shape the data e.g. show/hide columns; Ability to download raw data, subject to sign-off dependent on content, in csv/Excel form, for processing via methods other than Power BI
- Design and deliver innovative solutions to upload data from multiple different data sources, validate the integrity of the data being processed and the protection/anonymisation of data being presented in the dashboards (e.g. through automated means);
- Solution to provide the ability to fix data at moments in time to prevent updates and overwriting;

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- work with the Buyer to identify, agree and create forecasting use case to demonstrate how the Buyer can predict upcoming business challenges or bottlenecks e.g. where we can see where peak system usage occurs and can then (e.g.) stagger refreshes, so they do not all fall at the same time and cause crashes
- demonstration of how the solution can identify errors with data being loaded into the platform and where necessary re-format and resolve issues automatically
- how data security, controls and masking is handled in data platform/solution, apply a flexible security model based on Roles-Based-Access-Controls;
- ability to provide CPS to define user roles at multiple levels and administer: Read / Write roles
- work with the Buyer to Develop tests that ensure consistency of data transformations between solution and current MI System;
- continually review, engage, agree & update HLD/LLD documents with design deviations, records of decisions made, and findings uncovered throughout the project delivery;
- CPS's administration of user management: add and delete user and manage access and permissions
- ability to lock-out changes to reports after submission to protect data integrity and audit ability.
- in-house Admin ability to unlock and override data lock;
- ability to receive incumbents solution Data as standard in event of exit transition.
- In the event of Exit Transition following the termination of this Contract the Supplier must support the transferring of any Assets including Data to the Buyer and/or Replacement Supplier
- an audit function to all changes to users and / or accounts and reports created and run
- design and build the long-term solution to ensure that where sensitive data is added, it is done so in compliance with the UK GDPR and DPA 2018. Furthermore, the solution must be built in such a way as to allow data anonymisation, role-based access and audit tools to be added when required.

The Buyer: Crown Prosecution Service

Buyer Address: 10th Floor, 102 Petty France, London, SW1H 9EA

The Supplier: BAE Systems Applied Intelligence Limited

Supplier Address: Surrey Research Park, Guildford, England GU2 7YP

Registration Number: 01337451

DUNS Number: 225052208

SID4GOV ID: 208467

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 23 August 2024

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

Lot 1 Digital Outcomes from Framework Schedule 1 (Specification)]

### **Call-Off Incorporated Terms**

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:

- Joint Schedules for RM1043.8
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 5 (Corporate-Social-Responsibility)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 7 (Financial Difficulties)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data) RM1043.8



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

### **Call-Off Special Terms**

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

None

Call-Off Start Date: 09 September 2024

Call-Off Expiry Date: 08 September 2026

Call-Off Initial Period: **24 months.**

Call-Off Optional Extension Period: **12 months.**

Minimum Notice Period for Extensions: **30 days**

Call-Off Contract Value: TCV- Up to a maximum of £829,167.00 excluding VAT.  
£995,000.00 including VAT.

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification) and Statement of Requirements section of this Order Form.

### **Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

As per main contract unless otherwise defined and agreed in any subsequent Statements of Work (SOW)

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year are £450,921.00 excluding VAT or £541,105.00 including VAT.

### **Call-Off Charges**

- 1 Time and Materials (T&M)
- 2 Fixed Price
- 3 A combination of two or more of the above Charging methods.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Reimbursable Expenses**

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

**Payment Method**

Purchase Order

**Buyer's Invoice Address**

[REDACTED]

ICT Invoicing  
Crown Prosecution Service  
Suite 1A  
2 Navigation Walk  
Wakefield  
WF1 5RH

**Buyer's Authorised Representative**

[REDACTED]

Lead Commercial Category Manager

0203 3570438

[REDACTED]

Floor 2, Civic Centre,  
Oystermouth Road  
Maritime Quarter  
Swansea  
SA1 3SN

[REDACTED]

Head of Management Information

[REDACTED]

10th Floor,  
102 Petty France,  
London,  
SW1H 9EA

**Buyer's Environmental Policy**

N/A

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Buyer's Security Policy**

Security Policy.pdf

**Supplier's Authorised Representative**

[Redacted]

Account Director

[Redacted]

[Redacted]

Surrey Research Park, Guildford, Surrey, United Kingdom, GU2 7RQ.

**Supplier's Contract Manager**

[Redacted]

Account Director

[Redacted]

[Redacted]

Surrey Research Park, Guildford, Surrey, United Kingdom, GU2 7RQ.

**Progress Report Frequency**

| <b>Title</b>  | <b>Content</b>   | <b>Format</b>  | <b>Frequency</b> |
|---|--|--|------------------|
| <b>Performance metrics</b>                            | Performance monitoring to be agreed by the Parties during Implementation and as varied from time to time in accordance with the Change Control Procedure   | Electronic copies, with hardcopy on request of the Buyer | Monthly          |
| <b>Call-Off Contract Charges</b>                      | Contract prices and any incentivisation mechanisms in the contract to be agreed by the Parties during Implementation and as varied from time to time in accordance with the Change Control Procedure | Electronic copies, with hardcopy on request of the Buyer | Monthly          |
| <b>Key Subcontractors and supply chain governance</b> | Governance arrangements, including those for supply chains where significant   | Electronic copies, with hardcopy on request of the Buyer | Monthly          |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

|  |   |  |         |
|--|---|--|---------|
|  | contract value rests with subcontractors where appropriate to be agreed by the Parties during Implementation and as varied from time to time in accordance with the Change Control Procedure. |  |         |
| <b>Technical</b>                                   | Service improvement plans to be agreed by the Parties during Implementation and as varied from time to time in accordance with the Change Control Procedure                                   | Electronic copies, with hardcopy on request of the Buyer | Monthly |
| <b>Performance and underperformance management</b> | Plans for management of underperformance to be agreed by the Parties during Implementation and as varied from time to time in accordance with the Change Control Procedure                    | Electronic copies, with hardcopy on request of the Buyer | Monthly |
| <b>Resource plans/Discovery</b>                    | Resource plans to be agreed by the Parties during Implementation and as varied from time to time in accordance with the Change Control Procedure  | Electronic copies, with hardcopy on request of the Buyer | Monthly |

It should be noted that there may be additional reporting requirements set out in specific Statement of Works.

**Progress Meeting Frequency**

There will be a monthly progress report that will be conducted within 5 working days of the issue of the Monthly Highlight report. In addition, there will be a formal Quarterly Account review meeting that will be held with Day working days of the issue of the Quarterly Account Review report.

**Key Staff**

To be determined on a SoW-by-SoW basis.

[Insert name]

[Insert role]

[Insert email address]

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

[Insert address]

[Insert contract details]

[Insert Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)]

**Key Subcontractor(s)**

N/A

**Commercially Sensitive Information**

**No.:1**

Date: Framework Effective Date

Item(s): RM1043.8 Call-Off Schedule 5 & Call-Off's. The Supplier considers that the information contained in Schedule 5 and any associated Call-Off describe the details of its pricing structure which are used for the purpose of trade and generating profit and provide the Supplier with a competitive advantage. As a result, the Supplier considers this information to be a 'trade secret'.

Duration of Confidentiality: Framework Term

**No.: 2**

Date: Framework Effective Date

Item(s): People are one of the key elements for both parties to enable a successful contract. The Supplier's personnel will form a key part of the successful long-term delivery of services to meet the Authority's requirements. In a highly competitive market, the Supplier considers that unrestricted availability of the names of such individuals will significantly increase the risk of these people being 'poached' by the Supplier's competitors resulting in increased levels of change for the Authority. It is for this reason the Supplier considers that the disclosure of such information is likely to prejudice its commercial position.

Duration of Confidentiality: Framework Term

**No.: 3**

Date: Call-Off Date

Item(s): RM1043.8 Call-Off Schedule 4 and Call-Off's. The Supplier considers that the investment it has made in developing its background intellectual property allows it to offer something different from our competitors, making the disclosure of such information likely to prejudice its commercial position.

Duration of Confidentiality: Framework Term

**Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard), Service Level performance measurement and associated Service Credit regime will not commence until the agreement of the Systems of Measurement Reference Document (SMRD) as part of the relevant SOW covering its production.

**Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Framework Ref: RM1043.8 Digital Out-comes 6 Project Version: v2.0  
Model Version: v3.8

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

| Material KPIs                      | Target | Measured by |
|------------------------------------|--------|-------------|
| Not applicable for discovery phase |        |             |
|                                    |        |             |

**Service Credits**

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

The Service Credit Cap is: For the purposes of this Call Off Contract the Service Credit Cap means fifteen per cent (15%) of the aggregate Call Off Contract Charges payable to the Supplier for the relevant Call Off Contract Year.

The Service Period is: 24 months.

A Critical Service Level Failure is:

- in relation to each Service Level Performance Criteria a failure to achieve the Service Level Threshold for the third consecutive time.
- an Incident of Incident Severity Level 1 continuing for more than twenty-four (24) continuous hours in any Service Period; and
- an Incident of Incident Severity Level 1 continuing for more than twenty-four (24) accumulated hours in any rolling Month period.

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Social Value Commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender). Measurable KPIs found in Call-off-Schedule 14 (Service Levels and Balanced Scorecard).

It is agreed that both parties will agree a suitable time throughout the contract to place a graduate/apprentice and this specific element of the KPI will be measured from that time only.



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Statement of Works**

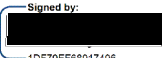
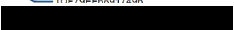
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

The services to be delivered under this contract will be commissioned through Statements of Work utilising the template in Annex One or as otherwise agreed by the parties.

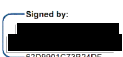
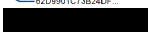
Note that the contract only becomes effective when the initial Statement of Work (SOW) is agreed and signed by both parties.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**  
Call-Off Ref: RM1043.8  
Crown Copyright 2022

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

Signature:   
Name:   
Role: Commercial Manager  
Date: 8/29/2024

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

Signature:   
Name:   
Role: Deputy Director, Commercial, Estates and H&S  
Date: 8/29/2024

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**  
Call-Off Ref: RM1043.8  
Crown Copyright 2022

**Annex 1 (Template Statement of Work)**

**1 Statement of Works (SOW) Details**

**Date of SOW:** 09/09/2024

**SOW Title:** SoW 01 – SSDF Discovery

**SOW Reference:** SSDF SOW01

**Call-Off Contract Reference:** PR 2023 143 Small Scale Data Factory

**Buyer:** Crown Prosecution Service (CPS)

**Supplier:** BAE Systems Applied Intelligence Limited (BAES)

**SOW Start Date:** 09/09/2024

**SOW End Date:** 04/10/2024

**Duration of SOW:** 4 weeks

**Key Personnel (Buyer):**

**Core Project Team**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**Key Personnel**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted])

**Key Personnel (Supplier):**

[Redacted]  
[Redacted]

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

[REDACTED]

[REDACTED])

Subcontractors: N/A

**2 Call-Off Contract Specification – Deliverables Context****SOW Deliverables Background:**

Delivery phase(s): Discovery.

**Overview of Requirement:****3 Buyer Requirements –**

Further to the requirements articulated in Schedule 20, to deliver and support the management information data platform for CPS for the duration of the contract. We expect to initiate this delivery by achieving the following in SOW 01:

Desired Outcome Description:

SoW1 will be a very short piece of work whereby BAES are fully onboarded and are familiar with both the work undertaken to date and the future direction. All of the work will be undertaken in a two-to-four-week period, after BAES has secured access to the CPS Azure data platform and the systems that reside upon it.

| ID     | Deliverables / Outputs | Scope and Deliverables Description  | Buyer Reviewer                              |
|--------|------------------------|---|---|
| DEL001 | Onboarding             | <p><b>CPS IT kit.</b> The core supplier team has access to approved CPS IT equipment with relevant system accesses needed for their role.</p> <p><b>Security.</b> BAES to work with CPS to onboard their staff/team so they can connect to our network and begin work as soon as possible. That is, SC clearance for staff working on SSDF and related systems.</p> <p><b>System accesses and permissions.</b> Once, access to CPS laptops are established, CPS will ensure the relevant supplier staff have access to systems needed for their roles and delivery of their work.</p> | [REDACTED] (Project Lead/ Business Sponsor) |
| DEL002 | Discovery and handover | <p><b>Introductions –</b> BAES to hold both formal and informal meetings with DID staff and other key stakeholders across the organisation.</p> <p><b>High- and low-level design.</b> BAES to review both documents and become familiar with the</p>  | [REDACTED] (Project Lead)                   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

|  |  |   |  |
|--|--|---|--|
|  |  | <p>current setup of small-scale data factory (SSDF). (We expect that BAES will wish to make changes to the current design documents, but we would expect these to be relatively minor given that our architecture team had signed off on the design work completed by Mobilise).</p> <p>Output = <b>Discovery Report.</b></p> <p>The report will explain the supplier's assessment and observation of the current solution(s) and systems that deliver management data to OPRA.</p> <p>The report should contain recommendations for any changes needed to the current solution with the aim to increase its efficiency, reduce costs, and deliver a quality scalable MI solution for CPS's users.</p> <p>The report should include but not limited to:</p> <p>(a) how the remaining data universes will be extracted, transformed and loaded from source into ADF to ultimately report in Power BI (or Fabric):</p> <p><b>Data sets.</b> BAES to review and become familiar with both the MIS PI data already uploaded to data factory and the priority datasets that we expect BAES to deliver as part of the first substantive statement of works. (see assumptions below)</p> <p>(b) <b>Change to licenses.</b> Please consider how the latest update coming to Power BI licensing (move to Fabric) will impact CPS, what options are available and your recommended way forward.</p> <p>(c) <b>Training and support.</b> BAES to set out plans for how they will train, develop and build capacity in the new DID Data Platform team and OPRA.</p> <p>(d) <b>Project Management Plan.</b> Project plan, Resource, approach to delivery, training plan and service management plan to be presented for consideration</p> <p>Other. Ability to revert to Power BI P1 licenses.</p> |  |
|--|--|---|--|

The above table are indicative deliverables, through agreed discussion further outputs will be included as part of the contract and subsequent Statement of Works (SOWs). These outputs will be identified following the completion of the SOW 01 and the outputs recommended in them. These outputs will be agreed by the CPS Project Lead (Dave Cass) and Cloud Platform Team where they are technical in nature.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**  
Call-Off Ref: RM1043.8  
Crown Copyright 2022

**Success Criteria:**

Complete a discovery report –

- outline the supplier’s understanding of the current solution (tactical solution and the implementation of PI universe in Azure Data Factory (ADF), please use a SWOT analysis to help illustrate the observations/ assessment.
- provide recommendations for improving the current built of ADF, design solution and delivery plan to implementing the remaining data sets in ADF.
- a delivery plan and methodology on how to support the existing and future solution for the duration of this contract.
- a testing plan of the proposed changes or adaptation of the recommended solution.
- timeline, resource plan and estimated costing for the development and future SOWs; and
- recommended changes to the current HLD, LLD and draft data modelling plan for the supplier’s recommended solution.
- Training and support, supplier to set out plans for how they will train, develop and build capacity in the new DID Data Platform team and OPRA.
- Advice and recommend how the latest update coming to Power BI licensing (move to Fabric) will impact CPS, what options are available and your recommended way forward.

**Dependencies:**

- 1) Staff being security cleared in a timely manner.
- 2) Staff have access to CPS IT equipment (laptops) and system permissions required for the role and to deliver the project.
- 3) Resource dependencies: availability and involvement of key stakeholders listed in the resource plan.
- 4) External dependencies: supplier onboarding being successful by September 2024 latest.
- 5) Cross-Team dependencies: Operational Security Team (OST) being able to successfully complete the security checks for the key personnel for the new supplier team.

**Assumptions:**

**Priority Datasets**

CPS have developed a clear strategy for the future development of Azure Data Factory (ADF). The table below sets out the priority datasets that CPS wish to copy from the existing legacy MIS system into ADF. The third and fourth columns provide information on how these datasets contribute to existing and new Power BI dashboards. We would ask BAES to assess these datasets and plan for their injection into ADF as part of future SoWs to be agreed between the two organisations.



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

| Order No. | MIS Universe Dataset                         | Current Power BI dashboards   | New Power BI Dashboards  | Data feed cycles       |
|-----------|--|---|--|------------------------|
| 1         | PCD Consultations                            | Charging Rape KPI Dashboard   | JOIM Operational Performance Pack Data Requests*                                   | Feeds into Azure daily |
| 2         | Triages                                      | Charging Rape KPI Dashboard   | Triage Operational Performance Pack Data Requests*                                 | Feeds into Azure daily |
| 3         | National File Quality Assessment             | DGA Dashboard – <i>to be created</i>  | JOIM Operational Performance Pack Data Requests*                                   | Feeds into Azure daily |
| 4         | IDPC Dispatch                                |   | JOIM Charging TSJ Operational Performance Pack Data Requests*                      | *                      |
| 5         | Disclosure Timelines                         | Disclosure Deep dive  | Disclosure Operational Performance Pack Data Requests*                             | *                      |
| 6         | Disclosure Questionnaire                     |   | Disclosure Deep dive Operational Performance Pack Data Requests*                   | **                     |
| 7         | Communications                               |   | Operational Performance Pack Data Requests*  | *                      |
| 8         | Victim Witness                               |   | Operational Performance Pack Rape Data requests Data Requests*                     | *                      |
| 9         | Directions                                   |   | JOIM TSJ Charging Operational Performance Pack POC Performance Pack Data Requests* | Feeds into Azure daily |
| 10        | Orders                                       |   | Operational Performance Pack Proceeds of Crime                                     | **                     |
| 11        | Offence Based                                | Does not feed any dashboards but is used daily for data requests (PQ/FOI/Press/Policy). | Operational Performance Pack Data Requests*  | Feeds into Azure daily |
| 12        | PI Universe – Advice/ Appeals/POC/ Undefined |   | Operational Performance Pack   | **                     |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

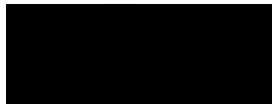
|    |                   |  |   |                        |
|----|-------------------|--|---|------------------------|
|    |                   |  | Stock take Dashboard Data Requests*         |                        |
| 13 | Defendant Outcome | N/A  | Operational Performance Pack Data Requests* | **                     |
| 14 | Live Reporting    | File into Azure is replaced each day. No dashboards yet but will be feed into a daily snapshot dashboard when available. | Operational Performance Pack Data Requests* | Feeds into Azure daily |
| 15 | Adjournments      | N/A  | Operational Performance Pack Data Requests* | Feeds into Azure daily |

**Supplier Resource Plan:**

The supplier will deploy 4 resources for the duration of the discovery period:

- Project Manager – [REDACTED]
- Solution Architect – [REDACTED]
- Lead Engineer – [REDACTED]
- Lead Architect – [REDACTED]

The resources will be deployed on the activity streams as indicated below and in the attached file: [REDACTED]

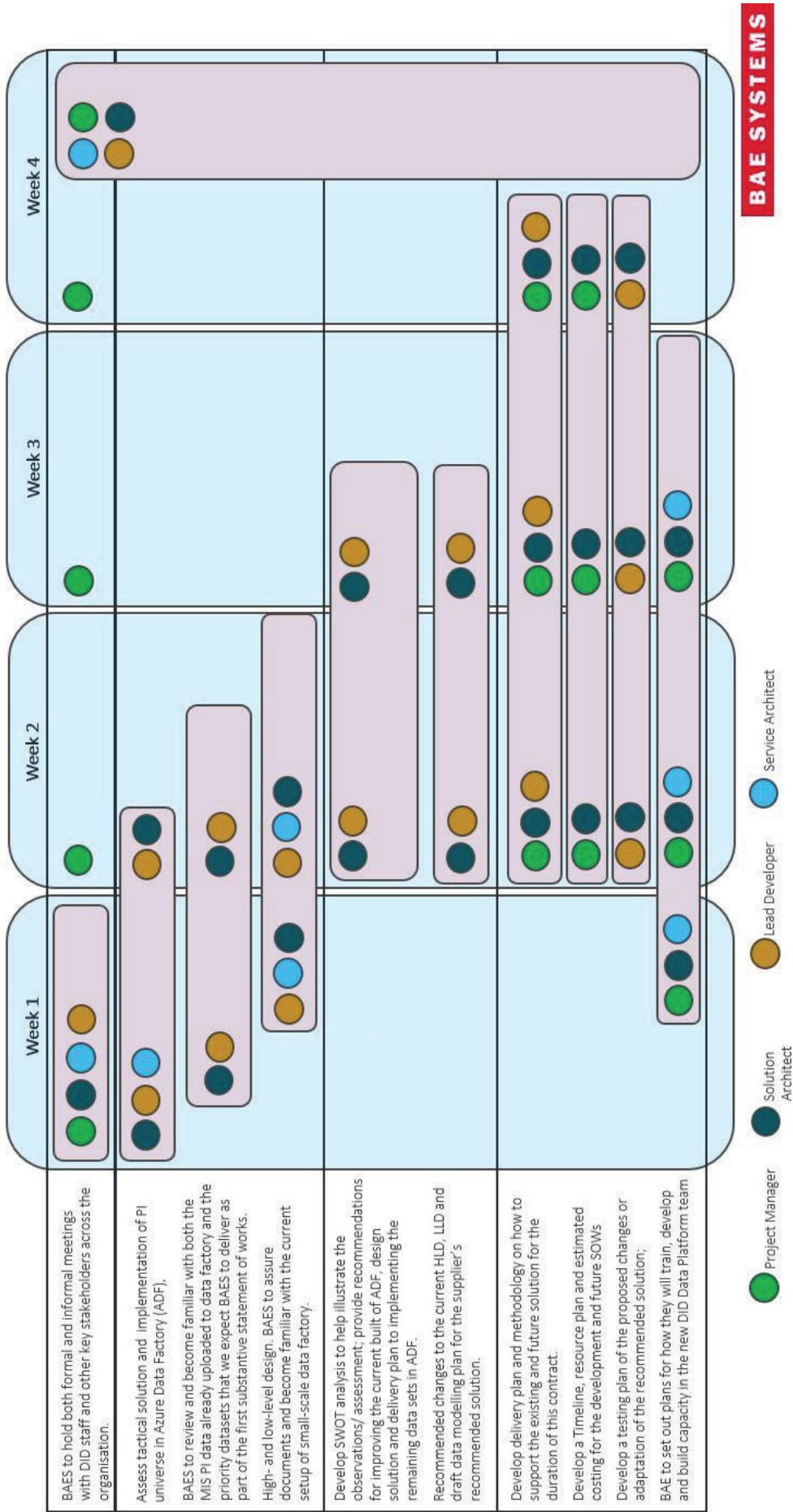


Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8 Crown

Copyright 2022

Discovery Phase Delivery Plan Overview



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

The Supplier will provide key deliverables over the Discovery Period and commits to:

- Engage formally with all Key CPS Personnel identified in this SOW within the initial 5 days of deployment.
- Provide weekly summary reports of progress against the delivery plan.
- Provide an Initial Analysis highlight report at end of week 1.
- Providing a Draft Discovery Report within week 3 of deployment which will be updated with stakeholder feedback and any requested changes by close on week 4.

### **Resource changes – notice periods:**

The Supplier does not anticipate changing resources during the discovery period. However, in case of injury or illness the supplier commits to providing reasonable notice of any resource change.

### **Cyber Essentials Scheme:**

BAE Systems holds a Cyber Essentials+ Certificate no.: 1936875776627959

### **Performance Management:**

The Project Manager will meet with the nominated CPS project owner weekly to provide progress updates and review performance against planned deliverables. This will be accompanied by a documented report.

### **Additional Requirements: Dependencies/Assumptions:**

In order to deliver to the proposed timescale, the supplier:

- Assumes that SC Clearance is sufficient clearance level for BAES Resources
- Assumes that if the Discovery report is required in a specific format, the template will be provided by CPS.
- Assumes that access to data sets will be provided and permissions from data owners for access will be in place.
- Assumes any access to CPS systems will be non-invasive or read only.
- Assumes CPS will nominate the approver for any non-technical outputs or confirm that these will also fall under the remit of Dave Cass.
- Assumes any changes proposed by BAES would need to be approved by a CPS Technical Design Authority (TDA) and relevant teams before implementation.
- Assumes that the incumbent supplier & CPS will make available all relevant existing documentation. We would anticipate that this may include:
  - GDPR Assessment and Summary
  - Privacy Impact Assessment

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- Security Aspects Letter (SAL)
  - Current Test Strategy
  - Current Test Plan
  - Example Test Completion Reports
  - Current Test Scripts
  - Current High-Level Design
  - Current Low-Level Design
  - RAID (Risks, Assumptions, Issues, Dependencies) Log
  - Incident and Defect Tracking Logs (or Tooling Access)
  - AWS Subscription configuration
  - AWS Security (controls/configuration)
  - Historic and Current IT Health Check Reports
  - Interface Control Documentation
  - Business Continuity/Disaster Recovery Plan
  - Business Continuity/Disaster Recovery Strategy
  - System of Operations
  - Service Architecture
  - Service Model
  - Service Catalogue
  - Service Definition, Scope, Owners
  - Service Levels and KPIs
  - Service Processes
  - Service Dependencies
  - Service Communication Plan
  - ITSM Overview (For new Suppliers) and on boarding
  - ITSM Workflow, processes, policies
- 
- Assumes that role and contact information for all Discovery Phase stakeholders will be made available on day 1 of deployment.
  - Assumes that the incumbent supplier and CPS resources will be made available from week 1 of discovery and as required during the discovery period.
  - Assumes that CPS will determine the access to systems required to complete this SoW and available for the duration of the discovery period. We anticipate this may include:
    - The Azure platform to view resources used by the SSDF
    - CI/CD tool to view pipelines, configuration, variable groups etc. Setup in Azure DevOps and any other such tools used by the SSDF.
    - Code repositories (e.g. Azure)
    - Operational, monitoring and metric tools used to ensure the smooth running, availability and performance of the service
    - Work item tracking tools (e.g. Jira, Azure DevOps) with past, current and future work completed and planned for the SSDF

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Applicable SOW one-off Charges**

| Name   | Role               | SFIA | Rate | Days | Price |
|--|--------------------|------|------|------|-------|
|  | Project Manager    | 6    | £    |      |       |
|  | Lead Engineer      | 6    | £    |      |       |
|  | Solution Architect | 7    | £    |      |       |
|  | Lead Architect     | 7    | £    |      |       |
| Total (including up to of non-chargeable expenses as per CPS expense policy*): |                    |      |      |      |       |

\*Total expense budget not to exceed over 3 years.

All Fees exclude VAT which will be charged at the prevailing rate. The Supplier will invoice the buyer on a monthly basis based on time timeline for the Deliverables set out and agreed in the delivery plan and SOW charges above.

**Charging method:**

Time and Material (T&M)

This Statement of Work has been agreed between both parties. The charging method for the applicable SOW charges are based on estimated time and materials. With discussion and agreement this amount has been agreed by both parties.

Note: The only deliverable under this Statement of Work shall be time which shall be evidenced through the production of monthly timesheets. The payment of the monthly invoices will be subject to Buyer Reviewer approval of the timesheets and invoice(s) submitted. The Buyer shall not unreasonably prevent payment for time delivered when reviewing the outputs delivered by the Supplier. Payment shall be made within 30 days of receipt of valid invoice.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Signatures and Approvals**

**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

Name: [REDACTED]

Title: Commercial Manager

Date: 22/08/2024

Signature: [REDACTED]

**For and on behalf of the CPS Business Representative**

Name: [REDACTED]

Title: Head of Management Information

Date: 22/08/2024

Signature: [REDACTED]

**For and on behalf of the Buyer (CPS Commercial Representative)**

Name: [REDACTED]

Title: Head of Digital Category

Date: 23/08/2024

Signature: [REDACTED]



## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

# 1 Joint Schedule 1 (Definitions) RM1043.8

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
  - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
  - 1.3.13 where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Relevant Authority and the Parties shall update the reference to a replacement hyperlink;

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

1.3.14 On or after 2022, a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.15 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.16 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

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

| Term                         | Definition  |
|------------------------------|---|
| <b>Achieve</b>               | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone if specified within the Buyer's acceptance testing procedure and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;   |
| <b>Additional Insurances</b> | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);   |
| <b>Admin Fee</b>             | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;   |
| <b>Affected Party</b>        | the Party seeking to claim relief in respect of a Force Majeure Event;  |
| <b>Affiliates</b>            | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;  |
| <b>Annex</b>                 | extra information which supports a Schedule;  |
| <b>Approval</b>              | the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;   |
| <b>Audit</b>                 | the Relevant Authority's right to: <ul style="list-style-type: none"> <li>(a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>(b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> </ul> |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                        |  |
|------------------------|--|
| Crown Copyright 2022   | <ul style="list-style-type: none"> <li>(c) verify the Open Book Data;</li> <li>(d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;</li> <li>(e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>(f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>(g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>(h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>(i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>(j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</li> <li>(k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</li> </ul> |
| <b>Auditor</b>         | <ul style="list-style-type: none"> <li>(a) the Buyer's internal and external auditors;</li> <li>(b) the Buyer's statutory or regulatory auditors;</li> <li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>(d) HM Treasury or the Cabinet Office;</li> <li>(e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</li> <li>(f) successors or assigns of any of the above;</li> </ul>  |
| <b>Authority</b>       | CCS and each Buyer;  |
| <b>Authority Cause</b> | (g) any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;   |
| <b>Authorised User</b> | (h) CCS' and Buyers' individual or group of individuals (including employees, consultants, contractors and agents) authorised by CCS and/or the Buyer to:  |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|   |   |
|---|---|
| Crown Copyright 2022                      | (i) access and use the Platform for the purposes set out in Framework Schedule 7 (Call-Off Award Procedure); and<br><br>(j) the rights granted under (a) shall apply unless and until that authorisation is revoked by CCS or the Buyer;  |
| <b>BACS</b>                               | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;  |
| <b>Balanced Scorecard</b>                 | a tool for Call-Off Contract management activity, through measurement of a Supplier's performance against key performance indicators, which the Buyer and Supplier may agree at the Call-Off Contract Start Date;   |
| <b>Beneficiary</b>                        | a Party having (or claiming to have) the benefit of an indemnity under this Contract;   |
| <b>Buyer</b>                              | the relevant public sector purchaser identified as such in the Order Form;  |
| <b>Buyer Assets</b>                       | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;   |
| <b>Buyer Authorised Representative</b>    | the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;  |
| <b>Buyer Guidance</b>                     | guidance for Buyers on how to buy digital services using the Framework Contract, located at:<br><a href="https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide">https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide</a> ;   |
| <b>Buyer Premises</b>                     | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);  |
| <b>Buyer Registration Process</b>         | the process to be completed in accordance with Framework Schedule 7 (Call-Off Award Procedure) or as otherwise notified to the Buyer in writing by CCS, the completion of which shall result in a potential Buyer being registered as a "Buyer" within the Platform which will entitle the Buyer to undertake a Call-Off Procedure in accordance with Framework Schedule 7, as supported by the Platform; |
| <b>Call-Off Contract</b>                  | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;   |
| <b>Call-Off Contract Period</b>           | the Contract Period in respect of the Call-Off Contract;  |
| <b>Call-Off Expiry Date</b>               | the latter of:<br>(a) the scheduled date of the end of a Call-Off Contract as stated in the Order Form; or<br><br>(b) the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;  |
| <b>Call-Off Incorporated Terms</b>        | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;   |
| <b>Call-Off Initial Period</b>            | the Initial Period of a Call-Off Contract specified in the Order Form;  |
| <b>Call-Off Optional Extension Period</b> | such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|   |   |
|---|---|
| <b>Call-Off Procedure</b>                 | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);   |
| <b>Call-Off Special Terms</b>             | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;   |
| <b>Call-Off Start Date</b>                | the date of start of a Call-Off Contract as stated in the Order Form;   |
| <b>Call-Off Tender</b>                    | the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);   |
| <b>Cap</b>                                | the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope; and <b>"Capped"</b> shall be construed; accordingly,   |
| <b>Capped Time and Materials</b>          | Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;  |
| <b>CCS</b>                                | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;  |
| <b>CCS Authorised Representative</b>      | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;   |
| <b>Central Government Body</b>            | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:<br>(a) Government Department;<br>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);<br>(c) Non-Ministerial Department; or<br>(d) Executive Agency; |
| <b>Change in Law</b>                      | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;  |
| <b>Change of Control</b>                  | is:<br>(a) a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or<br>(b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporated or otherwise changes its legal form;  |
| <b>Charges</b>                            | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form and, if applicable, each Statement of Work, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;  |
| <b>Claim</b>                              | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;   |
| <b>Commercially Sensitive Information</b> | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;  |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                 |   |
|---------------------------------|---|
| <b>Comparable Supply</b>        | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;   |
| <b>Compliance Officer</b>       | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;  |
| <b>Confidential Information</b> | any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;  |
| <b>Conflict of Interest</b>     | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS, as the context requires;   |
| <b>Contract</b>                 | either the Framework Contract or the Call-Off Contract, as the context requires;  |
| <b>Contract Period</b>          | the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:<br>(a) applicable Start Date; or<br>(b) the Effective Date<br>up to and including the applicable End Date;   |
| <b>Contract Value</b>           | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;  |
| <b>Contract Year</b>            | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;  |
| <b>Control</b>                  | (a) control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010; or<br><br>(b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporate or otherwise changes its legal form;<br><br>and " <b>Controlled</b> " shall be construed accordingly;  |
| <b>Controller</b>               | has the meaning given to it in the UK GDPR;   |
| <b>Core Terms</b>               | CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;  |
| <b>Costs</b>                    | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:<br>(a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:<br><br>(i) base salary paid to the Supplier Staff;<br>(ii) employer's National Insurance contributions;<br>(iii) pension contributions;<br>(iv) car allowances;<br>(v) any other contractual employment benefits;<br>(vi) staff training; |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|  |   |
|--|---|
| Crown Copyright 2022                     | <p>(vii)work place accommodation;</p> <p>(viii)work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>(ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>(b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>(c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>(d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>(i) Overhead;</p> <p>(ii) financing or similar costs;</p> <p>(iii) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>(iv) taxation;</p> <p>(v) fines and penalties;</p> <p>(vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>(vii)non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p> |
| <b>CRTPA</b>                             | the Contract Rights of Third Parties Act 1999;  |
| <b>Data Protection Impact Assessment</b> | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;   |
| <b>Data Protection Legislation</b>       | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;   |
| <b>Data Protection Liability Cap</b>     | the amount specified in the Framework Award Form;   |
| <b>Data Protection Officer</b>           | has the meaning given to it in the UK GDPR;   |
| <b>Data Subject</b>                      | has the meaning given to it in the UK GDPR;   |
| <b>Data Subject Access Request</b>       | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;   |
| <b>Day Rate</b>                          | the Pricing Mechanism where the Supplier will invoice the Buyer for Supplier Staff providing Deliverables (or one or more of the elements of  |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                     |   |
|-------------------------------------|---|
| Crown Copyright 2022                | the Deliverables) based on a rate for no more than 7.5 Work Hours performed by the Supplier's Staff;  |
| <b>Deductions</b>                   | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;   |
| <b>Default</b>                      | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;   |
| <b>Default Management Charge</b>    | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);  |
| <b>Delay Payments</b>               | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;  |
| <b>Deliverables</b>                 | Goods and/or Services that may be ordered under the Contract including the Documentation;   |
| <b>Delivery</b>                     | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;   |
| <b>Disclosing Party</b>             | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);  |
| <b>Dispute</b>                      | any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;   |
| <b>Dispute Resolution Procedure</b> | the dispute resolution procedure set out in Clause 34 (Resolving disputes);   |
| <b>Documentation</b>                | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:<br>(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables<br>(b) is required by the Supplier in order to provide the Deliverables; and/or<br>(c) has been or shall be generated for the purpose of providing the Deliverables; |
| <b>DOTAS</b>                        | the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in  |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|   |   |
|---|---|
| Crown Copyright 2022                        | Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;   |
| <b>DPA 2018</b>                             | the Data Protection Act 2018;   |
| <b>Due Diligence Information</b>            | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;  |
| <b>Effective Date</b>                       | the date on which the final Party has signed the Contract;  |
| <b>EIR</b>                                  | the Environmental Information Regulations 2004;   |
| <b>Electronic Invoice</b>                   | an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;   |
| <b>Employment Regulations</b>               | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;  |
| <b>End Date</b>                             | the earlier of:<br>(a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or<br>(b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);  |
| <b>Environmental Policy</b>                 | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;   |
| <b>Equality and Human Rights Commission</b> | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;   |
| <b>Estimated Year 1 Charges</b>             | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;  |
| <b>Estimated Yearly Charges</b>             | for the purposes of calculating each Party's annual liability under clause 11.2 :<br>(i) in the first Contract Year, the Estimated Year 1 Charges; or<br>(ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or<br>(iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;                |
| <b>Exempt Buyer</b>                         | a public sector purchaser that is:<br>(a) eligible to use the Framework Contract; and<br>(b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:<br>(i) the Regulations;<br>(ii) the Concession Contracts Regulations 2016 (SI 2016/273);<br>(iii) the Utilities Contracts Regulations 2016 (SI 2016/274);<br>(iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                      |   |
|--------------------------------------|---|
| Crown Copyright 2022                 | (v) the Remedies Directive (2007/66/EC);<br>(vi) Directive 2014/23/EU of the European Parliament and Council;<br>(vii) Directive 2014/24/EU of the European Parliament and Council;<br>(viii) Directive 2014/25/EU of the European Parliament and Council; or<br>(ix) Directive 2009/81/EC of the European Parliament and Council;  |
| <b>Exempt Call-off Contract</b>      | the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;  |
| <b>Exempt Procurement Amendments</b> | any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;   |
| <b>Expenses Policy</b>               | the Buyer's expenses policy as set out in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy);   |
| <b>Existing IPR</b>                  | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise) and shall include, in the case of CCS, the website domain names <a href="http://www.crowncommercial.gov.uk">www.crowncommercial.gov.uk</a> and [Insert] regarding the Platform;   |
| <b>Exit Day</b>                      | shall have the meaning in the European Union (Withdrawal) Act 2018;   |
| <b>Expiry Date</b>                   | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);  |
| <b>Extension Period</b>              | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;  |
| <b>Fixed Price</b>                   | the Pricing Mechanism where Charges are agreed at a set amount in relation to all work to be done under a Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) including all materials and/or Milestones, no matter how much work is required to complete each Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) within the agreed scope, and the total amount to be paid by the Buyer will not exceed the agreed fixed price;   |
| <b>FOIA</b>                          | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;   |
| <b>Force Majeure Event</b>           | any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:<br>(a) riots, civil commotion, war or armed conflict;<br>(b) acts of terrorism;<br>(c) acts of government, local government or regulatory bodies;<br>(d) fire, flood, storm or earthquake or other natural disaster,<br>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain; |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|  |   |
|--|---|
| <b>Force Majeure Notice</b>                | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;  |
| <b>Framework Award Form</b>                | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;  |
| <b>Framework Contract</b>                  | the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;  |
| <b>Framework Contract Period</b>           | the period from the Framework Start Date until the End Date of the Framework Contract;  |
| <b>Framework Expiry Date</b>               | the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;  |
| <b>Framework Incorporated Terms</b>        | the contractual terms applicable to the Framework Contract specified in the Framework Award Form;   |
| <b>Framework Optional Extension Period</b> | such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;   |
| <b>Framework Price(s)</b>                  | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);  |
| <b>Framework Special Terms</b>             | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;   |
| <b>Framework Start Date</b>                | the date of start of the Framework Contract as stated in the Framework Award Form;  |
| <b>Framework Tender Response</b>           | the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);   |
| <b>Further Competition Procedure</b>       | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);   |
| <b>General Anti-Abuse Rule</b>             | (a) the legislation in Part 5 of the Finance Act 2013; and<br>(b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;   |
| <b>General Change in Law</b>               | a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;  |
| <b>Goods</b>                               | goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;  |
| <b>Good Industry Practice</b>              | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;                           |
| <b>Government</b>                          | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| <b>Government Data</b>                     | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                |   |
|--------------------------------|---|
| Crown Copyright 2022           | electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:<br>(i) are supplied to the Supplier by or on behalf of the Authority;<br>(ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;<br>(iii) any Personal Data for which CCS or the Buyer is the Controller; or<br>(iv) all Buyer Registration Process data submitted by Buyers into the Platform, including the full auditable history of any and all transactions and procedures conducted via the Platform;  |
| <b>Guarantor</b>               | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;  |
| <b>Halifax Abuse Principle</b> | the principle explained in the CJEU Case C-255/02 Halifax and others;   |
| <b>HMRC</b>                    | Her Majesty's Revenue and Customs;  |
| <b>Hourly Rate</b>             | the Pricing Mechanism where the Supplier will invoice the Buyer for the work undertaken by Supplier Staff providing the Deliverables (or one or more of the elements of the Deliverables) under the Contract (and, if applicable, each SOW) based on the division of the applicable Supplier Staff Day Rate by no less than 7.5 being the applicable Work Day where the Supplier Staff grade is set out in Annex 1 of Framework Schedule 3 (Framework Prices);  |
| <b>ICT Policy</b>              | the Buyer's policy and any Platform policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;  |
| <b>Impact Assessment</b>       | an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:<br>(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;<br>(b) details of the cost of implementing the proposed Variation;<br>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;<br>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and<br>(e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request; |
| <b>Implementation Plan</b>     | the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;   |
| <b>Incremental Fixed Price</b> | the Price Mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for  |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                 |   |
|---------------------------------|---|
| Crown Copyright 2022            | subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;   |
| <b>Indemnifier</b>              | a Party from whom an indemnity is sought under this Contract;   |
| <b>Independent Control</b>      | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “ <b>Independent Controller</b> ” shall be construed accordingly;   |
| <b>Indexation</b>               | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;  |
| <b>Information</b>              | has the meaning given under section 84 of the Freedom of Information Act 2000;  |
| <b>Information Commissioner</b> | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;   |
| <b>Initial Period</b>           | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;  |
| <b>Insolvency Event</b>         | <p>with respect to any person, means:</p> <ul style="list-style-type: none"> <li>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> <li>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> <li>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</li> <li>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within 14 days;</li> <li>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</li> <li>(f) where that person is a company, a LLP or a partnership: <ul style="list-style-type: none"> <li>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other</li> </ul> </li> </ul> |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|  |  |
|--|--|
| Crown Copyright 2022                       | <p>than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p> |
| <b>Installation Works</b>                  | all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract and, if applicable, each SOW;  |
| <b>Intellectual Property Rights or IPR</b> | <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(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</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>  |
| <b>Invoicing Address</b>                   | the address to which the Supplier shall invoice the Buyer as specified in the Order Form;  |
| <b>IPR Claim</b>                           | any action, suit, claim, demand, Loss or other liability which the Relevant Authority or Central Government Body may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement or passing off) of any third party IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                     |   |
|-------------------------------------|---|
| <b>Order Form Copyright 2022</b>    | the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at:<br><a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;   |
| <b>Joint Controller Agreement</b>   | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);  |
| <b>Joint Controllers</b>            | where two or more Controllers jointly determine the purposes and means of Processing;   |
| <b>Joint Control</b>                | where two or more Controllers agree jointly to determine the purposes and means of Processing Personal Data;  |
| <b>Key Staff</b>                    | the individuals (if any) identified as such in the Order Form and any Statement of Work;  |
| <b>Key Sub-Contract</b>             | each Sub-Contract with a Key Subcontractor;   |
| <b>Key Subcontractor</b>            | any Subcontractor:<br>(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or<br>(b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or<br>(c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,<br><br>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in the Order Form; |
| <b>Know-How</b>                     | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;  |
| <b>Law</b>                          | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;  |
| <b>Location</b>                     | the place at or from which the Supplier's team will provide the Services under the Call-Off Contract and, if applicable, each SOW;  |
| <b>Losses</b>                       | all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " <b>Loss</b> " shall be interpreted accordingly;   |
| <b>Lots</b>                         | the number of lots specified in Framework Schedule 1 (Specification), if applicable;  |
| <b>Management Charge</b>            | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);  |
| <b>Management Information or MI</b> | the management information specified in Framework Schedule 5 (Management Charges and Information);  |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                       |  |
|---------------------------------------|--|
| <b>Copyright</b>                      | any Key Performance Indicators which are identified by the Buyer as having a material impact on the performance of the Call-Off Contract;  |
| <b>MI Default</b>                     | when two (2) MI Reports are not provided in any rolling six (6) month period;  |
| <b>MI Failure</b>                     | when an MI report:<br>(a) contains any material errors or material omissions or a missing mandatory field; or<br>(b) is submitted using an incorrect MI reporting Template; or<br>(c) is not submitted by the reporting date (including where a declaration of no business should have been filed);  |
| <b>MI Report</b>                      | a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);  |
| <b>MI Reporting Template</b>          | the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;  |
| <b>Milestone</b>                      | an event or task described in the Implementation Plan or Statement of Work;  |
| <b>Milestone Date</b>                 | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;   |
| <b>Misconduct</b>                     | has the meaning given to it in Paragraph 8.2 of Framework Schedule 7 (Call-Off Award Procedure);   |
| <b>Month</b>                          | a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;  |
| <b>National Insurance</b>             | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);   |
| <b>New IPR</b>                        | (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or<br><br>(b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;<br><br>but shall not include the Supplier's Existing IPR;   |
| <b>Occasion of Tax Non-Compliance</b> | where:<br>(a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:<br><br>(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;<br><br>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or<br><br>(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 |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                  |   |
|----------------------------------|---|
| Crown Copyright 2022             | which is not spent at the Start Date or to a civil penalty for fraud or evasion;  |
| <b>Off-Payroll Worker</b>        | a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual;   |
| <b>Open Book Data</b>            | <p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>(a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>(b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>(i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>(ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</li> <li>(iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>(iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>(c) Overheads;</li> <li>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>(e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> <li>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> <li>(h) the actual Costs profile for each Service Period;</li> </ul> |
| <b>Option</b>                    | the selection of an option by the Buyer which is incorporated into the Call-Off Contract and, if applicable, any Statement of Work, which the Supplier must comply with;  |
| <b>Optional Extension Period</b> | is the Buyer's maximum optional extension period to the Call-Off Initial Period as set out in the Order Form;   |
| <b>Order</b>                     | an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;  |
| <b>Order Form</b>                | a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                      |   |
|--------------------------------------|---|
| <b>Order Form Template</b>           | the template in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules);  |
| <b>Other Contracting Authority</b>   | any actual or potential Buyer under the Framework Contract;   |
| <b>Overhead</b>                      | those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";   |
| <b>Parliament</b>                    | takes its natural meaning as interpreted by Law;  |
| <b>Party</b>                         | in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;   |
| <b>Performance Indicators or PIs</b> | the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);   |
| <b>Personal Data</b>                 | has the meaning given to it in the UK GDPR;   |
| <b>Personal Data Breach</b>          | has the meaning given to it in the UK GDPR;   |
| <b>Personnel</b>                     | all directors, officers, employees, agents, consultants and suppliers of the Relevant Authority and/or of any subcontractor and/or Subprocessor (as detailed in Joint Schedule 11 (Processing Data)) engaged in the performance of its obligations under a Contract;  |
| <b>Platform</b>                      | the platform, site or system operated on behalf of CCS which requires a potential Buyer to complete the Buyer Registration Procedure and specify its Authorised Users who may access and use the platform, site or system on behalf of the Buyer and use it to assist in selecting or shortlisting suppliers when undertaking a Call-Off Procedure in accordance with Framework Schedule 7, to Order Deliverables under a Contract;   |
| <b>Prescribed Person</b>             | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ; |
| <b>Pricing Mechanism</b>             | the pricing mechanisms are (a) Capped Time and Materials, (b) Incremental Fixed Prices, (c) Time and Materials, (d) Fixed Price, and (e) a combination of two or more of these as set out in Framework Schedule 3 (Framework Prices) and Framework Schedule 7 (Call-Off Award Procedure) and as may be refined in the Further Competition Procedure;  |
| <b>Processing</b>                    | has the meaning given to it in the UK GDPR;   |
| <b>Processor</b>                     | has the meaning given to it in the UK GDPR;   |
| <b>Progress Meeting</b>              | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;   |
| <b>Progress Meeting Frequency</b>    | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;  |
| <b>Progress Report</b>               | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                   |   |
|-----------------------------------|---|
| <b>Progress Report Frequency</b>  | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;  |
| <b>Prohibited Acts</b>            | <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p> |
| <b>Protective Measures</b>        | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;  |
| <b>Recall</b>                     | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;   |
| <b>Recipient Party</b>            | the Party which receives or obtains directly or indirectly Confidential Information;  |
| <b>Rectification Plan</b>         | <p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>(a) full details of the Default that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Default; and</p> <p>(c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>   |
| <b>Rectification Plan Process</b> | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);  |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|  |   |
|--|---|
| <b>Regulations</b>                                   | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);  |
| <b>Reimbursable Expenses</b>                         | the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's Expenses Policy current from time to time, but not including:<br>(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and<br>(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| <b>Relevant Authority</b>                            | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;   |
| <b>Relevant Authority's Confidential Information</b> | (a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);<br>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and<br>(c) information derived from any of the above;  |
| <b>Relevant Requirements</b>                         | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;   |
| <b>Relevant Tax Authority</b>                        | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;  |
| <b>Reminder Notice</b>                               | a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;  |
| <b>Replacement Deliverables</b>                      | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;  |
| <b>Replacement Subcontractor</b>                     | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);  |
| <b>Replacement Supplier</b>                          | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;  |
| <b>Request For Information</b>                       | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;   |
| <b>Required Insurances</b>                           | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;  |
| <b>Restricted Staff</b>                              | any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering,   |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|  |   |
|--|---|
| Crown Copyright 2022                       | procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity; |
| <b>Retained EU Law</b>                     | the category of UK Law created under Section 2 to 4 of the European Union (Withdrawal) Act 2018 at the end of the transition period following the repeal of the savings to the European Communities Act 1972;   |
| <b>Request for Information or RFI Tool</b> | the functional tool within the Platform (or as otherwise described in Framework Schedule 7 (Call-Off Award Procedure) to be used by Buyers to seek clarification or additional information from one or more suppliers that will assist the Buyer in preparing its Statement of Requirement, planning and conducting its Call-Off Procedure, before undertaking a Call-Off Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure);     |
| <b>Satisfaction Certificate</b>            | the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;   |
| <b>Security Management Plan</b>            | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);  |
| <b>Security Policy</b>                     | the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;  |
| <b>Self Audit Certificate</b>              | means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);  |
| <b>Serious Fraud Office</b>                | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;   |
| <b>Service Capability</b>                  | the Service capabilities of the Supplier as set out in Framework Schedule 1 (Specification);  |
| <b>Service Levels</b>                      | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels and Balanced Scorecard) is used in this Contract, are specified in the Annex to Part A of such Schedule);   |
| <b>Service Period</b>                      | has the meaning given to it in the Order Form;  |
| <b>Services</b>                            | services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;   |
| <b>Service Provision</b>                   | one or more service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);  |
| <b>Service Transfer</b>                    | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;   |
| <b>Service Transfer Date</b>               | the date of a Service Transfer;   |
| <b>Sites</b>                               | any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:<br>(a) the Deliverables are (or are to be) provided; or<br>(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;  |

# Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

|  |  |
|--|--|
| <b>SOW</b> Copyright 2022                      | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;  |
| <b>SOW End Date</b>                            | the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease;  |
| <b>SOW Start Date</b>                          | the date of the start of the Statement of Works as stated in the SOW;  |
| <b>Special Terms</b>                           | any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;   |
| <b>Specific Change in Law</b>                  | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;   |
| <b>Specification</b>                           | the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;  |
| <b>Standards</b>                               | any:<br>(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;<br>(b) standards detailed in the specification in Schedule 1 (Specification);<br>(c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;<br>(d) relevant Government codes of practice and guidance applicable from time to time; |
| <b>Start Date</b>                              | in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;   |
| <b>Statement of Requirements</b>               | a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;  |
| <b>Statement of Work or (SOW)</b>              | the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);  |
| <b>Status Determination Statement or (SDS)</b> | a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services;   |
| <b>Storage Media</b>                           | the part of any device that is capable of storing and retrieving data;   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|  |   |
|--|---|
| <b>Call-Off Contract</b>                   | any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:<br>(a) provides the Deliverables (or any part of them);<br>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or<br>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);   |
| <b>Subcontractor</b>                       | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;   |
| <b>Subprocessor</b>                        | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;   |
| <b>Summary of Work</b>                     | a short description or overview of the Buyer's Statement of Requirements;   |
| <b>Supplier</b>                            | the person, firm or company identified in the Framework Award Form;   |
| <b>Supplier Assets</b>                     | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;   |
| <b>Supplier Authorised Representative</b>  | the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;  |
| <b>Supplier Compliance Officer</b>         | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligation;   |
| <b>Supplier's Confidential Information</b> | (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;<br><br>(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;<br><br>(c) Information derived from any of (a) and (b) above; |
| <b>Supplier's Contract Manager</b>         | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;   |
| <b>Supplier Equipment</b>                  | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;   |
| <b>Supplier Marketing Contact</b>          | shall be the person identified in the Framework Award Form;   |
| <b>Supplier Non-Performance</b>            | where the Supplier has failed to:<br>(a) Achieve a Milestone by its Milestone Date;<br>(b) provide the Goods and/or Services in accordance with the Service Levels; and/or<br>(c) comply with an obligation under a Contract;   |
| <b>Supplier Profit</b>                     | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs  |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|  |   |
|--|---|
| Crown Copyright 2022                   | (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;   |
| <b>Supplier Profit Margin</b>          | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;  |
| <b>Supplier Staff</b>                  | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;  |
| <b>Supporting Documentation</b>        | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;   |
| <b>Tax</b>                             | <p>(a) all forms of taxation whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p> |
| <b>Termination Notice</b>              | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;  |
| <b>Test Issue</b>                      | any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;   |
| <b>Test Plan</b>                       | <p>a plan:</p> <p>(a) for the Testing of the Deliverables; and</p> <p>(b) setting out other agreed criteria related to the achievement of Milestones;</p>   |
| <b>Tests</b>                           | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " <b>Tested</b> " and " <b>Testing</b> " shall be construed accordingly;   |
| <b>Third Party IPR</b>                 | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;   |
| <b>Time and Materials</b>              | a Pricing Mechanism whereby the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the material used in the project, no matter how much work is required to complete the project, based on no more than the pro rata division of the Day Rates by 7.5 to provide an Hourly Rate for the Supplier Staff who undertook the work and for the materials used in the project based on pre-agreed material disclosures and subject to time approval by the Buyer;  |
| <b>Transferring Supplier Employees</b> | those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;  |
| <b>Transparency Information</b>        | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for:  |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                |   |
|--------------------------------|---|
| Crown Copyright 2022           | (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and<br><br>(ii) Commercially Sensitive Information;   |
| <b>Transparency Reports</b>    | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);   |
| <b>UK GDPR</b>                 | the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);   |
| <b>User Terms</b>              | the terms of use applicable to all Buyer's Authorised Users who access and use the Platform which are available at: [Insert link];  |
| <b>Variation</b>               | any change to a Contract;   |
| <b>Variation Form</b>          | the form set out in Joint Schedule 2 (Variation Form);  |
| <b>Variation Procedure</b>     | the procedure set out in Clause 24 (Changing the contract);   |
| <b>VAT</b>                     | value added tax in accordance with the provisions of the Value Added Tax Act 1994;  |
| <b>VCSE</b>                    | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;   |
| <b>Worker</b>                  | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; |
| <b>Worker Engagement Route</b> | the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be:<br>(a) employed by the Supplier the Buyer contracts with,<br>(b) employed by another organisation within the supply chain, e.g. an agency or umbrella company,<br>(c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company, or<br>(d) an independent sole trader;               |
| <b>Working Day</b>             | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;   |
| <b>Work Day</b>                | a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and   |
| <b>Work Hours</b>              | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Joint Schedule 2 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 24

(Changing the contract):

|  |   |                   |
|--|---|-------------------|
| <b>Contract Details</b>                        |   |                   |
| This variation is between:                     | [delete as applicable: CCS / Buyer] (" <b>CCS</b> " / " <b>the Buyer</b> ")<br>And<br>[insert name of Supplier] (" <b>the Supplier</b> ")   |                   |
| Contract name:                                 | [insert name of contract to be changed] ("the Contract")  |                   |
| Contract reference number:                     | [insert contract reference number]  |                   |
| [Statement of Work (SOW) reference:]           | [insert SOW reference number and title (if applicable) or delete row]   |                   |
| [Buyer reference:]                             | [insert cost centre/portfolio codes as appropriate]   |                   |
| <b>Details of Proposed Variation</b>           |   |                   |
| Variation initiated by:                        | [delete as applicable: CCS/Buyer/Supplier]  |                   |
| Variation number:                              | [insert variation number]   |                   |
| Date variation is raised:                      | [insert date]   |                   |
| Proposed variation                             | [insert detail here or use Annex 1 below]   |                   |
| Reason for the variation:                      | [insert reason]   |                   |
| An Impact Assessment shall be provided within: | [insert number] days  |                   |
| <b>Impact of Variation</b>                     |   |                   |
| Likely impact of the proposed variation:       | [Supplier to insert assessment of impact]   |                   |
| <b>Outcome of Variation</b>                    |   |                   |
| Contract variation:                            | This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>• [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</li> <li>• [reference Annex 1 as appropriate]</li> </ul> |                   |
| Financial variation:                           | Original Contract Value:  | £ [insert amount] |
|  | Additional cost due to variation:   | £ [insert amount] |
|  | New Contract value:   | £ [insert amount] |
| [Timescale variation/s:]                       | [insert changes to dates/milestones or delete row]  |                   |

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Joint Schedule 3 (Insurance Requirements)**

#### **1 The insurance the Supplier needs to have**

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

#### **2 How to manage the insurance**

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

#### **3 What happens if the Supplier is not insured**

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **4 Evidence of insurance to be provided**

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

### **5 Required amount of insurance**

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

### **6 Cancelled insurance**

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

### **7 Insurance claims**

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Annex: Required insurances**

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



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

## **Joint Schedule 4 (Commercially Sensitive Information)**

### **1 What is the Commercially Sensitive Information?**

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Repeat as necessary:

**No.:** 1

**Date:** Framework Effective Date

**Item(s):** RM1043.8 Call-Off Schedule 5 & Call-Off's. The Supplier considers that the information contained in Schedule 5 and any associated Call-Off describe the details of its pricing structure which are used for the purpose of trade and generating profit and provide the Supplier with a competitive advantage. As a result, the Supplier considers this information to be a 'trade secret'.

**Duration of Confidentiality:** Framework Term

**No.:** 2

**Date:** Framework Effective Date

**Item(s):** People are one of the key elements for both parties to enable a successful contract. The Supplier's personnel will form a key part of the successful long-term delivery of services to meet the Authority's requirements. In a highly competitive market, the Supplier considers that unrestricted availability of the names of such individuals will significantly increase the risk of these people being 'poached' by the Supplier's competitors resulting in increased levels of change for the Authority. It is for this reason the Supplier considers that the disclosure of such information is likely to prejudice its commercial position.

**Duration of Confidentiality:** Framework Term

**No.:** 3

**Date:** Call-Off Date

**Item(s):** RM1043.8 Call-Off Schedule 4 and Call-Off's. The Supplier considers that the investment it has made in developing its background intellectual property allows it to offer something different from our competitors, making the disclosure of such information likely to prejudice its commercial position.

**Duration of Confidentiality:** Framework Term

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

## **Joint Schedule 5 (Corporate Social Responsibility) RM1043.8**

### **1 What we expect from our Suppliers**

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)).
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### **2 Equality and Accessibility**

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

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

"**Modern Slavery Helpline**" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery is online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
  - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
  - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
  - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

## **4 Income Security**

- 4.1 The Supplier shall:
  - 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
  - 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
  - 4.1.3 ensure all workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
  - 4.1.4 not make deductions from wages:
    - (a) as a disciplinary measure
    - (b) except where permitted by law; or
    - (c) without expressed permission of the worker concerned;
  - 4.1.5 record all disciplinary measures taken against Supplier Staff; and
  - 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **5 Working Hours**

- 5.1 The Supplier shall:
  - 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
  - 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
  - 5.1.3 ensure that use of overtime used responsibly, taking into account:
    - (a) the extent;
    - (b) frequency; and
    - (c) hours worked;

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;  
appropriate safeguards are taken to protect the workers' health and safety; and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **6 Sustainability**

6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which is online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Joint Schedule 6 (Key Subcontractors)**

#### **1 Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled, unless the Buyer states to the contrary, to sub-contract its obligations under each Call-Off Contract to the Key Subcontractors set out in the Call-Off Order Form.
- 1.2 Subject to Paragraph 1.1, the Supplier is entitled to sub-contract some of its obligations under a Call-Off Contract to Key Subcontractors who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the name and details of the directors, employees, agents, consultants and contractors of the subcontractor engaged in the performance of the Supplier's obligations under the Contract. Details should include: name; role; email address; address; contract details; Worker Engagement Route – for example, employed by subcontractor; engaged via worker's intermediary e.g. PSC (i.e. a personal service company), engaged as an independent sole trader or employed by another entity in supply chain;
  - 1.4.3 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.4 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's length" terms;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.6 (where applicable) the Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within 10 Working Days, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

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

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

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

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

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

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

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;

(d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the buyer can end this contract) and 10.5 (When the supplier can end the contract) of this Contract; and

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Joint Schedule 7 (Financial Difficulties)****1 Definitions**

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

| <b>Term</b>                                       | <b>Definition</b>   |
|---|---|
| <b>Credit Rating Threshold</b>                    | the minimum credit rating level for the Monitored Company as set out in Annex 2;  |
| <b>Financial Distress Event</b>                   | <p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> <li>(a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li> <li>(b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li> <li>(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;</li> <li>(d) Monitored Company committing a material breach of covenant to its lenders;</li> <li>(e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li> <li>(f) any of the following: <ul style="list-style-type: none"> <li>(i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li> <li>(ii) non-payment by the Monitored Company of any financial indebtedness;</li> <li>(iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</li> <li>(iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company</li> </ul> </li> </ul> <p>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;</p> |
| <b>Financial Distress Service Continuity Plan</b> | a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with Contract in the event that a Financial Distress Event occurs;   |
| <b>Monitored Company</b>                          | Supplier any Key Subcontractor; and   |
| <b>Rating Agencies</b>                            | the rating agencies listed in Annex 1.  |



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

### **2 When this Schedule applies**

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive:
  - 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
  - 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

### **3 What happens when your credit rating changes**

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with sufficient working accounts to allow further validation of financial status to be undertaken.
- 3.4 The Supplier shall:
  - 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
  - 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS and Buyers in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

### **4 What happens if there is a financial distress event**

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022 remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
  - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
  - 4.3.2 where CCS or Buyers reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 which CCS may share with Buyers) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
    - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
    - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
  - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
  - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
  - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Copyright © 2022

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

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

## **5 When CCS or the Buyer can terminate for financial distress**

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

## **6 What happens If your credit rating is still good**

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**  
Call-Off Ref: RM1043.8  
Crown Copyright 2022

**Annex 1: Rating Agencies**

Dun and Bradstreet (“D&B”)  
Credit Safe

**Annex 2: Credit Ratings and Credit Rating Thresholds**

**Part 1: Current Rating**

| Entity   | Credit rating (long term) |
|----------|---------------------------|
| Supplier | 10                        |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Joint Schedule 10 (Rectification Plan)**

|  |  |  |                  |
|--|--|--|------------------|
| <b>Request for [Revised] Rectification Plan</b>          |  |  |                  |
| Details of the Default:                                  |  | [Guidance: Explain the Default, with clear Schedule, Clause and Paragraph references as appropriate] |                  |
| Deadline for receiving the [Revised] Rectification Plan: |  | [add date (minimum 10 days from request)]  |                  |
| Signed by [CCS/Buyer] :                                  |  | Date:  |                  |
| <b>Supplier [Revised] Rectification Plan</b>             |  |  |                  |
| Cause of the Default                                     |  | [add cause]  |                  |
| Anticipated impact assessment:                           |  | [add impact]   |                  |
| Actual effect of Default:                                |  | [add effect]   |                  |
| Steps to be taken to rectification:                      |  | <b>Steps</b>   | <b>Timescale</b> |
|  |  | 1.   | [date]           |
|  |  | 2.   | [date]           |
|  |  | 3.   | [date]           |
|  |  | 4.   | [date]           |
|  |  | [...]  | [date]           |
| Timescale for complete rectification of Default          |  | [X] Working Days   |                  |
| Steps taken to prevent recurrence of Default             |  | <b>Steps</b>   | <b>Timescale</b> |
|  |  | 1.   | [date]           |
|  |  | 2.   | [date]           |
|  |  | 3.   | [date]           |
|  |  | 4.   | [date]           |
|  |  | [...]  | [date]           |
| Signed by the Supplier:                                  |  | Date:  |                  |
| <b>Review of Rectification Plan [CCS/Buyer]</b>          |  |  |                  |
| Outcome of review  |  | [Plan Accepted] [Plan Rejected] [Revised Plan Requested]   |                  |
| Reasons for rejection (if applicable)                    |  | [add reasons]  |                  |

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Original Copy [C.O.S. 2022]

Date:

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

**Joint Schedule 11 (Processing Data) RM1043.8****Definitions**

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

| Term                       | Definition   |
|----------------------------|--|
| <b>Processor Personnel</b> | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under a Contract. |

**Status of the Controller**

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

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

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

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

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022 data to be protected;

- (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - A. are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information) of the Core Terms;
      - B. are subject to appropriate confidentiality undertakings with the Processor or any Sub processor;
      - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - D. have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7 Subject to Paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;



# **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

- (d) receives a communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Personal Data Breach.
- 8 The Processor's obligation to notify under Paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Personal Data Breach; and/or
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
- (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13 Before allowing any Sub processor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub processor and Processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub processor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Sub processor; and

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Copyright © 2022 Crowdfunder Ltd. The Controller with such information regarding the Sub processor as the Controller may reasonably require.

- 14 The Processor shall remain fully liable for all acts or omissions of any of its Sub processors.
- 15 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

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

**Independent Controllers of Personal Data**

- 18 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22 The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (Processing Personal Data).
- 23 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

- ~~24~~ ~~21~~ ~~20~~ ~~19~~ ~~18~~ ~~17~~ ~~16~~ ~~15~~ ~~14~~ ~~13~~ ~~12~~ ~~11~~ ~~10~~ ~~9~~ ~~8~~ ~~7~~ ~~6~~ ~~5~~ ~~4~~ ~~3~~ ~~2~~ ~~1~~
24. An Party shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
29. Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 18 to 28 of this Joint Schedule 11.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Annex 1: Processing Personal Data**

- 1 This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.
- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
 

E: [REDACTED]

W: [www.cps.gov.uk](http://www.cps.gov.uk)
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED], Head of Data Privacy, BAE Systems Digital Intelligence. S [REDACTED]. 0330 158 2901. Waterside House, 170 Priestley Road, Surrey Research Park, Guildford. GU2 7RQ
- 1.3 The supplier must design and build the long-term solution to ensure that where personal and/or sensitive data is added, it is done so in compliance with the UK GDPR and DPA 2018.
- 1.4 Further to the requirement above, the solution must be built in such a way as to allow data anonymisation, role-based access and audit tools to be added when required.
- 1.5 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.6 Any such further instructions shall be incorporated into this Annex pursuant to future Statement of Works

| Description   | Details  |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Paragraph 3 to Paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>The Services and Reports provided by the Supplier under this Contract shall enable the Supplier to generate, process, store or transmit Personal Data for the purpose of delivering the Relevant Authority's prosecutorial functions and other business functions determined by statute and governance. As such, the Relevant Authority will remain the controller and the Supplier is the processor.</p> |
| Duration of the Processing                                | <p>Approved as the period:</p> <p>(i) from the Operational Service Commencement Date of the Call Off Contract to the expiry or termination (all or part, as applicable) of the Contract, and until</p> <p>(ii) the fulfilment of Exit Assistance to Replacement Suppliers, if applicable.</p>  |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

|  |  |
|--|--|
|  |  |
| Nature and purposes of Processing  | <p>The nature of Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. Under this contract the purpose might include but not limited to the function of designing, build and maintaining services for information management of:</p> <ul style="list-style-type: none"> <li>• management information of criminal casework,</li> <li>• finance,</li> <li>• human resources, employment processing, statutory obligation, recruitment assessment etc.</li> <li>• the Relevant Authority's staff and Departmental administration;</li> <li>• Data Subject Requests and complaints;</li> <li>• Policy responses to prosecution and justice policy issues;</li> <li>• Justice development and the digitisation of the prosecution process.</li> <li>• the UK's interest overseas and practical justice reform in partner countries;</li> <li>• CPS and cross government stakeholder operational systems; and</li> <li>• the Relevant Authority's accounts and records.</li> </ul> |
| Type of Personal Data  | <p>Examples here include but not limited to: criminal casework data (reference numbers, criminal conviction(s)); HR and Finance - name, address, date of birth, NI number, telephone number, pay, images, etc. in the form of meta data, text and numbers.</p> <p>Persons engaged in providing Goods or services.</p>  |
| Categories of Data Subject   | <p>Examples could include but not limited to: Staff (including volunteers, agents, and temporary workers), customers/clients (including defendants, witnesses &amp; victims), suppliers, patients, students / pupils, members of the public, users of a particular website etc.</p> <p>Persons engaged to provide Goods or services.</p>   |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | <p>The retention, return, deletion and/or destruction policy will depend on the type of personal data being stored, processed, transformed and/or transferred from one system to another. Compliance will need to adhere to UK legislation and CPS guidance and policies.</p>  |

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

## **Call-Off Schedule 1 (Transparency Reports)**

### **1 Transparency Reports**

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**  
Call-Off Ref: RM1043.8  
**Annex A - List of Transparency Reports**

| Title                     | Content              | Format          | Frequency                                |
|---------------------------|----------------------|-----------------|--|
| Performance metrics       | KPI                  | As per contract | At point of Contracts Finder publication |
| Call-Off Contract Charges | Total Contract Value | As per contract | At point of Contracts Finder publication |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Call-Off Schedule 2 (Staff Transfer)****1 Definitions**

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

| <b>Term</b>                      | <b>Definition</b>   |
|----------------------------------|---|
| <b>Acquired Rights Directive</b> | 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;  |
| <b>Employee Liability</b>        | <p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> <li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>(b) unfair, wrongful or constructive dismissal compensation;</li> <li>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</li> <li>(f) employment claims whether in tort, contract or statute or otherwise;</li> <li>(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</li> </ul> |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                               |   |
|-------------------------------|---|
| <b>Former Supplier</b>        | a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);   |
| <b>New Fair Deal</b>          | the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:<br>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and<br>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;           |
| <b>Old Fair Deal</b>          | HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;   |
| <b>Partial Termination</b>    | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);  |
| <b>Relevant Transfer</b>      | a transfer of employment to which the Employment Regulations applies;   |
| <b>Relevant Transfer Date</b> | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date; |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|  |   |
|--|---|
| <p>Crown Copyright 2022</p> <p><b>Staffing Information</b></p> | <p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>(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;</li> <li>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> <li>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</li> <li>(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</li> <li>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</li> </ul> |
| <p><b>Supplier's Final Supplier Personnel List</b></p>         | <p>a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;</p>   |
| <p><b>Supplier's Provisional Supplier Personnel List</b></p>   | <p>a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;</p>  |
| <p><b>Term</b></p>   | <p>the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;</p>   |
| <p><b>Transferring Buyer Employees</b></p>                     | <p>those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;</p>  |
| <p><b>Transferring Former Supplier Employees</b></p>           | <p>in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.</p>  |

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

## **2 Interpretation**

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

## **3 Which parts of this Schedule apply**

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

- Part C (No Staff Transfer on the Start Date)
- ○ Part D (Pensions)
  - - Annex D1 (CSPS)
  - - Annex D2 (NHSPS)
  - - Annex D3 (LGPS)
  - - Annex D4 (Other Schemes)
- Part E (Staff Transfer on Exit)

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

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

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Copyright 2022

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

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

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

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

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

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

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

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

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

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

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Part D: Pensions****1 Definitions**

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

| <b>Term</b>                           | <b>Definition</b>  |
|---------------------------------------|--|
| <b>Actuary</b>                        | a Fellow of the Institute and Faculty of Actuaries;  |
| <b>Admission Agreement</b>            | either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;   |
| <b>Best Value Direction</b>           | the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);  |
| <b>Broadly Comparable</b>             | <p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "<b>Broad Comparability</b>" shall be construed accordingly;</p> |
| <b>CSPA</b>                           | the schemes as defined in Annex D1 to this Part D;   |
| <b>Direction Letter/Determination</b> | has the meaning in Annex D2 to this Part D;  |
| <b>Fair Deal Eligible Employees</b>   | each of the CSPA Eligible Employees, the NHSPA Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);   |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                            |   |
|----------------------------|---|
| <b>Fair Deal Employees</b> | <p>any of:</p> <p>(a) Transferring Buyer Employees;</p> <p>(b) Transferring Former Supplier Employees;</p> <p>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;</p> <p>(d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);</p> <p>who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;</p> |
| <b>Fund Actuary</b>        | a Fund Actuary as defined in Annex D3 to this Part D;   |
| <b>LGPS</b>                | the scheme as defined in Annex D3 to this Part D;   |
| <b>NHSPS</b>               | the schemes as defined in Annex D2 to this Part D;  |
| <b>Statutory Schemes</b>   | means the CSPS, NHSPS or LGPS.  |

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

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 2.5 Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Sub- contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer [Footnote: [We recommend that you seek specific legal advice on this clause].]

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

- 3.1 The Supplier undertakes to the Buyer:

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

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

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

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
- (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

4.2 The indemnities in this Part D and its Annexes:

4.2.1 shall survive termination of the relevant Contract; and

4.2.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

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

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

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

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

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

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

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

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

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

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

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

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

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

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

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

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

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

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Such Broadly Comparable pension scheme must be:
  - 10.2.1 established by the Relevant Transfer Date [**Footnote:** [We recommend that you seek specific legal advice on this clause].]
  - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
  - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
- 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
  - 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
  - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
  - 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer  
**[Footnote: [We recommend that you seek specific legal advice on this clause].]** ; and
  - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:
  - 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered.



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and

- 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

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

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 11.2 Such Broadly Comparable pension scheme must be:
- 11.2.1 established by the date of cessation of participation in the Statutory Scheme  
[Footnote: [We recommend that you seek specific legal advice on this clause].];
  - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
  - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
  - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
  - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

- before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
- 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme [**Footnote:** [We recommend that you seek specific legal advice on this clause].]; and
- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**12 Right of Set-off**

12.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:

12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or

12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

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

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Annex D1:****Civil Service Pensions Schemes (CSPS)****1 Definitions**

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

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

**2 Access to equivalent pension schemes after transfer**

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of paragraph 11 of Part D.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Annex D2: NHS Pension Schemes****1 Definitions**

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

| <b>Term</b>                             | <b>Definition</b>  |
|---|--|
| <b>Direction Letter/Determination</b>   | an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;   |
| <b>NHS Broadly Comparable Employees</b> | <p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <p>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or</p> <p>(b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),</p> <p>but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.</p> |
| <b>NHSPS Eligible Employees</b>         | any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|   |  |
|---|--|
| <p>Crown Copyright 2022</p> <p><b>NHSPS Fair Deal Employees</b></p> | <p>other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <p>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or</p> <p>(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),</p> <p>and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).</p> <p>For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;</p> |
| <p><b>NHS Body</b></p>  | <p>has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;</p>  |
| <p><b>NHS Pensions</b></p>  | <p>NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;</p>  |
| <p><b>NHSPS</b></p>   | <p>the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;</p>  |
| <p><b>NHS Pension Scheme Regulations</b></p>                        | <p>as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;</p>   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|   |   |
|---|---|
| <p>Crown Copyright 2022</p> <p><b>NHS Premature Retirement Rights</b></p> | <p>rights to which any NHS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;</p> |
| <p><b>Pension Benefits</b></p>  | <p>any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.</p>  |

**2 Membership of the NHS Pension Scheme**

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.
- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:
  - (a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
  - (b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

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

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

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

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

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

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

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

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

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:
  - 6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
  - 6.1.2 a Broadly Comparable pension scheme,the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.
- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**7 Indemnities that a Supplier must give**

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



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Annex D3:****Local Government Pension Schemes (LGPS)****1 Definitions**

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

| <b>Term</b>  | <b>Definition</b>   |
|--|---|
| <b>2013 Regulations</b>  | the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);   |
| <b>Administering Buyer</b>   | in relation to the Fund [insert name], the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations;  |
| <b>Fund Actuary</b>  | the actuary to a Fund appointed by the Administering Buyer of that Fund;  |
| <b>Fund</b>  | <b>[insert name], a pension fund within the LGPS;</b>   |
| <b>[Initial Contribution Rate]</b><br>[Footnote: [We recommend that you seek specific legal advice on this clause].] | [XX %] of pensionable pay (as defined in the 2013 Regulations);]  |
| <b>LGPS</b>  | the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;   |
| <b>LGPS Admission Agreement</b>  | an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;  |
| <b>LGPS Admission Body</b>   | an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);   |
| <b>LGPS Eligible Employees</b>   | any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;  |
| <b>LGPS Fair Deal Employees</b>  | any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; |
| <b>LGPS Regulations</b>  | the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.                               |

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

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

**Option 1**[Footnote: [We recommend that you seek specific legal advice on this clause].]

2.2 [Any LGPS Fair Deal Employees who:

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

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

### **Option 2**

[Any LGPS Fair Deal Employees whether:

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

2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

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

## **3 Broadly Comparable Scheme**

3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.

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

## **4 Discretionary Benefits**

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

# **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 5 **LGPS Risk Sharing** [**Footnote:** [We recommend that you seek specific legal advice on this clause].]
- 5.1 Subject to paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the “Excess Amount”) shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2 Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A–B (the “Refund Amount”) where:  
  
A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and  
B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.
- 5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.
- 5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:
  - 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
  - 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise [**Footnote:** [We recommend that you seek specific legal advice on this clause].];
  - 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
  - 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
  - 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation
  - 5.4.6

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

- additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
- 5.4.7 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
  - 5.4.8 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
  - 5.4.9 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
  - 5.4.10 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
  - 5.4.11 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
  - 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
  - 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
  - 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
    - 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
    - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
  - 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, the Buyer shall either:
    - 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
    - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Annex D4: Other Schemes**

[**Guidance:** Placeholder for Pension Schemes other than LGPS, CSPA & NHSPS]



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Part E: Staff Transfer on Exit**

#### **1 Obligations before a Staff Transfer**

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

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

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

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
  - 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
  - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
  - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process; and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
  - 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
  - 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

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

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 2.2 Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.3 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.4 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
  - 2.4.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
  - 2.4.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
    - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
  - 2.4.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
  - 2.4.4 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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.4.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.4.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.4.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.5 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
  - 2.5.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.5.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.6 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
  - 2.6.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
  - 2.6.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 2.7 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.8 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
  - 2.8.1 no such offer has been made:
  - 2.8.2 such offer has been made but not accepted; or
  - 2.8.3 the situation has not otherwise been resolvedthe Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.9 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.10 The indemnity in Paragraph 2.8:
  - 2.10.1 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,
  - 2.10.2 In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
    - (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and
  - 2.10.3 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.
- 2.11 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.12 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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:

- (a) the Supplier and/or any Subcontractor; and
- (b) the Replacement Supplier and/or the Replacement Subcontractor.

- 2.13 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.14 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
  - 2.14.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
  - 2.14.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
    - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
  - 2.14.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
  - 2.14.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 2.14.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.14.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.14.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.14.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.15 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

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

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

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

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
  - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

## **Call-Off Schedule 5 (Pricing Details and Expenses Policy)**

### **1 Call-Off Contract Charges**

1.1 The Supplier shall provide:

- 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables is in accordance with the Buyer's Statement of Requirements.
- 1.1.2 for each individual Statement of Work (SOW), the applicable Charges shall be calculated in accordance with the Pricing Mechanisms detailed in the Order Form using all of the following:
  - (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract; and
  - (b) the number of Work Days, or pro rata portion of a Work Day (see Paragraph 2.3.1 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff work solely to provide the Deliverables and/or the provision of facilities solely to be used for the Buyer's stated purposes of providing the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date.

1.2 Further to Paragraph 2.2.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed day rate for each Supplier Staff;
- any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer's expenses policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Call-Off Ref: RM1043.8

103

Call-Off Ref: RM1043.8

7

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

| Intelli-gence |            |            |            |            |            |            |            |            |  |
|---------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |



Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

108

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

| Intelli-gence |            |            |            |            |            |            |            |            |  |
|---------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

| Intelli-gence |            |            |            |            |            |            |            |            |  |
|---------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]    | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |



114

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

116

117

118

119

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |



121

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

9

124

125

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|                   |            |            |            |            |            |            |            |            |  |
|-------------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| Intelli-<br>gence |            |            |            |            |            |            |            |            |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| BAB               | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |



Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

129

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

131

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|            |            |            |            |            |            |            |            |            |  |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |  |

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)  
Call-Off Ref: RM1043.8

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Supplier Invoices**

The Supplier shall ensure that each invoice contains the following information:

() details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice; any other adjustment agreed between the Parties as applying to the relevant Service Period; the Supplier shall automatically credit the Buyer with any other adjustment in the next invoice then due to be issued under this Call-Off Contract.

() within twenty (20) Working Days of the Call Off Commencement Date, the Supplier shall provide the Customer with an outline of the Finance Report template and details of how the process in respect of the financial monitoring and reporting will operate between the Parties and the Parties will endeavor to agree such process as soon as possible.

Such Finance Report shall contain, as a minimum, the following information in respect of the relevant month (during the Implementation Period) or Service Period just ended:

- Invoice Schedule: issued and outstanding.
- Actual numbers against the base lines
- Trend Analysis.

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

- Availability: (this is a copy of information contained in the Service Report).
- Incident Resolution
- Quality
- Change Requests for management awareness.
- Commercial risks register.
- Commercial issues log: and such other details as the Customer may reasonably require from time to time.

## **INVOICING PROCEDURE**

The Supplier shall ensure that each invoice contains the information set out in this paragraph.

The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice:

- is undisputed.
- complies with the provisions of this paragraph; and
- complies with the European invoicing standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

The Supplier shall ensure that unless otherwise provided each invoice contains:

- the date of the invoice;
- a unique invoice number;
- the Service Measurement Period (or such other period(s) to which the relevant Charge(s) relate);
- the reference number for this Call-Off Contract;
- the reference number of the purchase order to which it relates (if any);
- the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- any payments due in respect of Achievement of a Milestone;
- the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Buyer under the terms of this Call-Off Contract and, separately, any VAT or other sales tax payable in respect of the same;
- or other sales tax payable in respect of the same;
- details of any agreed Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
- any other adjustment agreed between the Parties as applying to the relevant Service Measurement Period; the Supplier shall automatically credit the Buyer with any other adjustment in the next invoice then due to be issued under this Call-Off Contract in the following Month;
- reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services); such reports shall not be included within the invoice and Supporting Documentation as required by the Buyer will be provided by separate cover;
- a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries (which may be provided separately from the invoice with the Buyer's Approval) ; and
- a detailed breakdown of the Monthly Charges showing the Charges relating to each element of the Services.
- Within forty (40) days of the Call-Off Contract signature date (or in any event, prior to the issue of the Supplier's first formal invoice to the Buyer for payment), the Supplier will submit to the Buyer a sample invoice setting out all the information set out in this paragraph for review and Approval.

**INVOICE PAYMENT AND DISPUTES**

Unless otherwise stated in this Call-Off Contract, payment will be made to the Supplier by the Buyer within thirty (30) calendar days of receipt of a valid and correct invoice and in accordance with the provisions of this Call-Off Schedule.

The Buyer may Dispute, in good faith, any amount specified in any invoice. In these circumstances the:



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Copyright 2022  
Crown Copyright 2022  
Buyer shall, within fifteen (15) calendar days of receipt by it of the disputed invoice notify the Supplier of the reasons for disputing the disputed amount; and

- Supplier shall promptly issue a credit note in respect of the disputed amount and if the credit note correctly refers to the disputed sum and is received on or before the fifth Working Day before the end of the calendar Month the Buyer shall pay the amount set out in the invoice less the amount set out in the credit note on or before the last Working Day of the calendar month. Otherwise, the Buyer shall pay the undisputed amount as soon as reasonably possible on or before the fifth Working Day following receipt of the credit note.

The Parties shall use all reasonable endeavours to resolve any dispute over invoices within fifteen (15) working days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with NS3 Core terms (Resolving Disputes)

Late Invoices shall be deemed valid where the delay and subsequent failure to submit the invoices arises out of any Buyer Cause and the Supplier has notified the Buyer as soon as it becomes aware of, or should reasonably have become aware of, the applicable Buyer Cause and the consequences of such Buyer Cause on its submission of invoices.

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

### Annex 1 (Expenses Policy)

#### T&S Expenses

Rates of Travel and Subsistence as at 01/04/18  
Subsistence- official business travel

|  |        |
|--|--------|
| Day Subsistence Rate more than 5 hours.....up to | £4.50  |
| more than 10 hours.....up to                     | £9.75  |
| more than 12 hours.....up to                     | £13.55 |

Day Subsistence reimburses additional necessary expense incurred whilst more than 5 miles away from the permanent station.  
All claims must be fully supported by receipts. In exceptional circumstances i.e. loss of ticket etc. explanations should be given for non- receipt.

#### Overnight Subsistence

|  |        |
|--|--------|
| Hotel Rates London and Metropolitan Areas of Birmingham, Manchester, Leeds, Liverpool, Newcastle and York up to..... | £95.00 |
| Elsewhere.....up to.....   | £65.00 |

#### Personal incidental expenses

No more than £5- receipts for appropriate expenditure must be provided.  
Overnight stay with family or friends or second home £25  
(Staff choosing to stay with family or friends, or second home, cannot claim subsistence or Personal Incidental Expenses)

#### Travel

This should be the most cost-effective journey (taking into account travel time costs, car park fees, urgency, and whether public transport is a viable option. If a member of staff chooses to use their own vehicle when public transport is a viable option, their claim will be limited to Public Transport costs or Public Transport Rate mileage if this is less. Journeys should be agreed with line management before commencing).

| Rail, Tubes, Buses and Taxis  | Actuals supported by receipts |
|---|-------------------------------|
| <b>Private Motor Vehicle (with appropriate insurance):</b>                            |                               |
| Business Rate per mile up to & including 10,000 miles<br>*applies from 6th April 2011 | *45p                          |
| Business Rate per mile over 10,000 miles  | 25p                           |
| Public Transport Rate (with appropriate insurance) per mile:                          | 25p                           |
| <b>Passenger Rate:</b>  |                               |
| 1st passenger per mile  | 5p                            |
| 2nd passenger per mile  | 2p                            |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Call-Off Sprint 2023

**Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)****1 Definitions**

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

| <b>Term</b>   | <b>Definition</b>  |
|---|--|
| <b>Buyer Property</b>                                     | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;  |
| <b>Buyer Software</b>                                     | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;   |
| <b>Buyer System</b>                                       | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;   |
| <b>Commercial off the shelf Software or COTS Software</b> | Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;  |
| <b>Defect</b>   | any of the following:<br>(a) any error, damage or defect in the manufacturing of a Deliverable; or<br>(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or<br>(c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or<br>(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; |
| <b>Emergency Maintenance</b>                              | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;  |
| <b>ICT Environment</b>                                    | the Buyer System and the Supplier System;  |
| <b>Licensed Software</b>                                  | all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;  |
| <b>Maintenance</b>  | has the meaning given to it in Paragraph 8 of this Schedule;   |

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                                      |   |
|--------------------------------------|---|
| Copyright 2022                       |   |
| <b>Malicious Software</b>            | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;  |
| <b>New Release</b>                   | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;  |
| <b>Open Source Software</b>          | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;   |
| <b>Operating Environment</b>         | means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:<br>(a) the Deliverables are (or are to be) provided; or<br>(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or<br>(c) where any part of the Supplier System is situated;  |
| <b>Permitted Maintenance</b>         | has the meaning given to it in Paragraph 8.2 of this Schedule;  |
| <b>Quality Plans</b>                 | has the meaning given to it in Paragraph 6.1 of this Schedule;  |
| <b>Sites</b>                         | has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call-Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;  |
| <b>Software</b>                      | Specially Written Software COTS Software and non-COTS Supplier and third party Software;  |
| <b>Software Supporting Materials</b> | has the meaning given to it in Paragraph 9.1 of this Schedule;  |
| <b>Source Code</b>                   | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;   |
| <b>Specially Written Software</b>    | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and |
| <b>Supplier System</b>               | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related   |

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

|                      |   |
|----------------------|---|
| Crown Copyright 2022 | cabling (but excluding the Buyer System). |
|----------------------|---|

### **2 When this Schedule should be used**

- 2.1 This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

### **3 Buyer due diligence requirements**

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2 operating processes and procedures and the working methods of the Buyer;
  - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
  - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
  - 3.2.3 a timetable for and the costs of those actions.
- 3.3 The Supplier undertakes:
- 3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in the Call-Off Contract and, if applicable, each Statement of Work; and
  - 3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

### **4 Licensed software warranty**

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 4.1.2 all components of the Specially Written Software shall:
    - 4.1.2.1 be free from material design and programming errors;
    - 4.1.2.2 perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels and Balanced Scorecard) and Documentation; and
    - 4.1.2.3 not infringe any IPR.

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

### **6 Provision of ICT Services**

5.1 The Supplier shall:

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

### **6 Standards and Quality Requirements**

- 6.1 The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call-Off Contract Period:
  - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

### **7 ICT Audit**

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



## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

### 8 Maintenance of the ICT Environment

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

## 9 Intellectual Property Rights

### 9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
  - 9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2 The Supplier shall:
  - 9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
  - 9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
  - 9.1.2.3 without prejudice to Paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022. Benefits of ownership of the Specially Written Software and New IPRs.

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

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

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

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

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

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

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

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

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

- 9.2.5 The Supplier may terminate a licence granted under Paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

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

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

- 9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Copyright 2022  
Crown Copyright 2022 with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.3.4.1 will no longer be maintained or supported by the developer; or

9.3.4.2 will no longer be made commercially available

### **9.4 Buyer's right to assign/novate licences**

9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph 9.2 (to:

9.4.1.1 a Central Government Body; or

9.4.1.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

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

### **9.5 Licence granted by the Buyer**

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

### **9.6 Open Source Publication**

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

9.6.1.1 suitable for publication by the Buyer as Open Source; and

9.6.1.2 based on Open Standards (where applicable),

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

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

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

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

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

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

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

~~9.6.6 Copyright 2022~~ any Malicious Software.

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

- 9.6.3.1 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
- 9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

## **9.7 Malicious Software**

- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.7.2 shall be borne by the Parties as follows:
  - 9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
  - 9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## **10 IPR asset management**

- 10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
  - 10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.
  - 10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

- 10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

- 10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.
- 10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

### **1 Key Supplier Staff**

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

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

| <b>Term</b>                           | <b>Definition</b>   |
|---------------------------------------|---|
| <b>BCDR Plan</b>                      | has the meaning given to it in Paragraph 2.2 of this Schedule;  |
| <b>Business Continuity Plan</b>       | has the meaning given to it in Paragraph 2.3.2 of this Schedule;  |
| <b>Disaster</b>                       | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable); |
| <b>Disaster Recovery Deliverables</b> | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;   |
| <b>Disaster Recovery Plan</b>         | has the meaning given to it in Paragraph 2.3.3 of this Schedule;  |
| <b>Disaster Recovery System</b>       | the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;   |
| <b>Related Supplier</b>               | any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;  |
| <b>Review Report</b>                  | has the meaning given to it in Paragraph 6.3 of this Schedule; and  |
| <b>Supplier's Proposals</b>           | has the meaning given to it in Paragraph 6.3 of this Schedule.  |

**2 BCDR Plan**

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

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

3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
  - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
  - 3.1.6 contain a risk analysis, including:
    - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
    - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
    - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
    - (d) a business impact analysis of different anticipated failures or disruptions;
  - 3.1.7 provide for documentation of processes, including business processes, and procedures;
  - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
  - 3.1.9 identify the procedures for reverting to "normal service";
  - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
  - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
  - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 It details a process for the management of disaster recovery testing.



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

## **4 Business Continuity (Section 2)**

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

## **5 Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Subcontractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

## **6 Review and changing the BCDR Plan**

- 6.1 The Supplier shall review the BCDR Plan:
  - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 6.6 Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

### **7 Testing the BCDR Plan**

7.1 The Supplier shall test the BCDR Plan:

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

7.1.2 in the event of any major reconfiguration of the Deliverables;

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

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

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

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

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

7.5.1 the outcome of the test;

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

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

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

### **8 Invoking the BCDR Plan**

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

### **9 Circumstances beyond your control**

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

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Call-Off Schedule 9 (Security)****Part A: Short Form Security Requirements****1 Definitions**

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

| <b>Term</b>                     | <b>Definition</b>   |
|---------------------------------|---|
| <b>Breach of Security</b>       | the occurrence of:<br>(a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or<br>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,<br>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 2.2; and |
| <b>Security Management Plan</b> | the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.   |

**2 Complying with security requirements and updates to them**

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

### **3. Security Standards**

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with Paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

## **4 Security Management Plan**

### **4.1 Introduction**

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

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

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

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

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

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

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Deliverables and/or associated processes;
  - (c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
  - (d) any new perceived or changed security threats; and



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
  - (a) suggested improvements to the effectiveness of the Security Management Plan;
  - (b) updates to the risk assessments; and
  - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## **5 Security breach**

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
  - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
    - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
    - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
    - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
    - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **6 Data security**

- 6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited or assured as specific to the Buyer and will comply with:
  - the Government Security Policy Framework (see: <https://www.gov.uk/government/publications/security-policy-framework>);

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- the Government Functional Standard GovS 007: Security (see: <https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>); and
- guidance issued by the National Cyber Security Centre (NCSC) for:
  - risk management: <https://www.ncsc.gov.uk/collection/risk-management-collection>;
  - cloud security: <https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>; and
  - 10 steps to cyber security: <https://www.ncsc.gov.uk/collection/10-steps>.

6.2 Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation or assurance status at least once each year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation.

## **Annex**



Security Policy.pdf

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Call-Off Schedule 10 (Exit Management)****1 Definitions**

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

| <b>Term</b>                          | <b>Definition</b>   |
|--------------------------------------|---|
| <b>Exclusive Assets</b>              | Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;  |
| <b>Exit Information</b>              | has the meaning given to it in Paragraph 3.1 of this Schedule;  |
| <b>Exit Manager</b>                  | the person appointed by each Party to manage their respective obligations under this Schedule;  |
| <b>Exit Plan</b>                     | the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;  |
| <b>Net Book Value</b>                | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| <b>Non- Exclusive Assets</b>         | those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;  |
| <b>Registers</b>                     | the register and configuration database referred to in Paragraph 2.2 of this Schedule;  |
| <b>Replacement Goods</b>             | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;   |
| <b>Replacement Services</b>          | any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;                                      |
| <b>Termination Assistance</b>        | the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;   |
| <b>Termination Assistance Notice</b> | has the meaning given to it in Paragraph 5.1 of this Schedule;  |
| <b>Termination Assistance Period</b> | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;   |



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Copyright © 2022

|                               |   |
|-------------------------------|---|
| <b>Transferable Assets</b>    | Exclusive Assets which are capable of legal transfer to the Buyer;  |
| <b>Transferable Contracts</b> | Sub- Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation; |
| <b>Transferring Assets</b>    | has the meaning given to it in Paragraph 8.2.1 of this Schedule; and  |
| <b>Transferring Contracts</b> | has the meaning given to it in Paragraph 8.2.3 of this Schedule.  |

**2 Supplier must always be prepared for Contract exit and SOW exit**

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

**3 Assisting re-competition for Deliverables**

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

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

Suppliers undertaking due diligence whether this is in relation to one or more SOWs or the Call-Off Contract. (the **"Exit Information"**).

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

## **4 Exit Plan**

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
  - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to take into account the need to facilitate individual SOW Exit Plan provisions which shall be updated and incorporated as part of the SOW;
  - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- (a) prior to each SOW and no less than every **six (6) Months** throughout the Contract Period; and
  - (b) no later than **twenty (20) Working Days** after a request from the Buyer for an up-to-date copy of the Exit Plan;
  - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10 Working Days** after the date of the Termination Assistance Notice;
  - (d) as soon as reasonably possible following, and in any event no later than **twenty (20) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

**5 Termination Assistance**

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
- 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
- 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

## **6 Termination Assistance Period**

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
  - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels or KPIs, the provision of the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;
  - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels or KPIs, the Parties shall vary the relevant KPIs, Service Levels and/or the applicable Service Credits accordingly.

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

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
  - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
  - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## **8 Assets, Sub-contracts and Software**

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
  - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
  - 8.2.2 which, if any, of:
    - (a) the Exclusive Assets that are not Transferable Assets; and
    - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
  - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
  - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
  - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
  - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
  - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## **9 No charges**

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

## **10 Dividing the bills**

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
  - 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
  - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
  - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Call-Off Schedule 13 (Implementation Plan and Testing)****Part A: Implementation****1 Definitions**

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

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

**2 Agreeing and following the Implementation Plan**

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **[Insert number of days]** days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require;
- 2.2.2 shall provide details on how the required Social Value commitments will be delivered through the Call-Off Contract; and
- 2.2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
- 2.5 The Supplier shall also provide as required or requested reports to the Buyer concerning activities and impacts arising from Social Value including in the Implementation Plan.

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 2.7 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

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

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

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

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

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

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## **6 Compensation for a Delay**

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
  - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
  - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
    - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
    - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
  - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
  - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
  - 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

## **7 Implementation Plan**

- 7.1 The Implementation Period will be a six (6) Month period for the Call-Off Contract and for the duration of each SOW.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
  - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
  - 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
  - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
  - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
  - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
  - 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
    - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
    - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
  - 7.5.4 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
  - 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
  - 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
  - 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

### **Annex 1: Implementation Plan**

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
- (b) a detailed Implementation Plan for each SOW.

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

|    | Milestone Type<br><br>a. Milestone.<br><br>b. Authority to Proceed Milestone.<br><br>c. Payment Milestone. | Milestone Description  | Associated Deliverables (bulleted list)  | Implementation Dependencies  | Implementation Customer Responsibilities (where applicable)  |
|----|--|--|--|--|--|
| 1. | Milestone  | Project Initiation   | <ul style="list-style-type: none"> <li>Updated Operations, Transition and Contract RAID Log</li> <li>Updated Project timeline</li> <li>Updated Project Deliverables</li> </ul> | <ul style="list-style-type: none"> <li>Other Supplier representation at kick-off, where applicable.</li> </ul>   | <ul style="list-style-type: none"> <li>Attendance at Kick Off</li> <li>Review and agree updated RAID Log, Schedules, and Deliverables</li> </ul>   |
| 2. | Milestone  | Establish Implementation Governance and run first Implementation Project Board | <ul style="list-style-type: none"> <li>Project governance framework</li> <li>Governance objectives</li> </ul>  | <ul style="list-style-type: none"> <li>Customer attendance at the Implementation Project Board</li> <li>Schedule, timelines and frequency of governance meetings</li> <li>Governance organisation</li> </ul> | <ul style="list-style-type: none"> <li>Customer attendance at the Implementation Project Board</li> <li>Executive sponsors</li> <li>Steering committee</li> <li>Agree governance principles</li> </ul> |

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

|    | Milestone Type  | Milestone Description   | Associated Deliverables (bulleted list)  | Implementation Dependencies  | Implementation Customer Responsibilities (where applicable)  |
|----|---|---|--|--|--|
|    | <b>a. Milestone.</b><br><b>b. Authority to Proceed Milestone.</b><br><b>c. Payment Milestone.</b> |   |  |  |  |
| 3. | Milestone   | Provide Test Success Criteria for all Milestones  | <ul style="list-style-type: none"> <li>Agreed Test Success Criteria for each Milestone that has associated testing</li> </ul>                  | <ul style="list-style-type: none"> <li>Identify Milestones that require a Test Success Criteria.</li> <li>Work packages that require testing.</li> <li>Success measurements.</li> <li>Key Performance Indicators.</li> </ul> | <ul style="list-style-type: none"> <li>Agree Test Success Criteria and success measurements</li> <li>Agree KPIs.</li> <li>Review and approve within 10 days post issue.</li> </ul> |
| 4. | Milestone   | Provide the Documentary Deliverables Matrix (Spreadsheet listing all of the deliverables due during implementation) | <ul style="list-style-type: none"> <li>Documentary Deliverables Matrix</li> <li>Other Project and Operational Document Deliverables</li> </ul> | <ul style="list-style-type: none"> <li>Define and outline Documentary Deliverables.</li> </ul>   | <ul style="list-style-type: none"> <li>Review and approve within 10 days post issue.</li> </ul>  |

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

|    | <b>Milestone Type</b>   | <b>Milestone Description</b>                      | <b>Associated Deliverables (bulleted list)</b>   | <b>Implementation Dependencies</b>  | <b>Implementation Customer Responsibilities (where applicable)</b>  |
|----|---|---|--|---|---|
|    | <b>a. Milestone.</b><br><b>b. Authority to Proceed Milestone.</b><br><b>c. Payment Milestone.</b> |   |  |   |   |
| 5. | Milestone   | Provide and base line Version 1.0 of the PID      | <ul style="list-style-type: none"> <li>PID</li> </ul>  | <ul style="list-style-type: none"> <li>Project Initiation/ Kick off.</li> <li>Documentary Deliverables Matrix</li> <li>RAID Log</li> <li>Dependent upon Customer approval of the PID</li> <li></li> </ul> | <ul style="list-style-type: none"> <li>Review and approve PID within 10 days post issue.</li> </ul>   |
| 6. | Payment Milestone   | Provide the baseline Detailed Implementation Plan | <ul style="list-style-type: none"> <li>Baseline 1.0 of the PID</li> <li>Documentary Deliverables Matrix</li> <li>Updated RAID Log</li> </ul> | <ul style="list-style-type: none"> <li>Dependent on the Customer Approving within 10 Working Days of delivery</li> <li>Dependent on Other Suppliers approving within 10 Working Days.</li> </ul>          |   |
| 7. | Payment Milestone   | Provide the Security Management Plan and DPIA     | <ul style="list-style-type: none"> <li>SMIP</li> <li>DPIA</li> </ul>   | <ul style="list-style-type: none"> <li>Access to Customer and Other Supplier's Security SMEs.</li> </ul>  | <ul style="list-style-type: none"> <li>Manage Other Supplier's to ensure access to Security SMEs from Other Suppliers is provided.</li> <li>Provide Security Protocols and Security Policies</li> </ul> |

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

|    | Milestone Type  | Milestone Description   | Associated Deliverables (bulleted list)  | Implementation Dependencies   | Implementation Customer Responsibilities (where applicable)  |
|----|---|---|--|---|--|
|    | <b>a. Milestone.</b><br><b>b. Authority to Proceed Milestone.</b><br><b>c. Payment Milestone.</b> |   |  |   |  |
| 8. | Milestone   | Provide a Test Strategy and Test Plan for every Service being transitioned, or for groups of Services being transitioned (where it make sense to do so) | <ul style="list-style-type: none"> <li>Test Strategies</li> <li>Test Plans</li> <li>Test Scenarios</li> <li>Test Measurements / Success Criteria</li> </ul>                      | <ul style="list-style-type: none"> <li>Completed Work Packages</li> </ul> | <ul style="list-style-type: none"> <li>Provide Security Strategy</li> <li>Review and approve within 10 days post issue.</li> <li>Approve Test Strategy, Test Plans and Test Scenarios within 10 days post issue.</li> <li>Provide UAT Test resources.</li> </ul> |
| 9. | ATP   | Provide an Implementation Service Readiness Approach  | <ul style="list-style-type: none"> <li>Complete CPS Implementation Service Readiness Framework</li> <li>Operational Service Readiness Plan</li> <li>Cutover checklist</li> </ul> | <ul style="list-style-type: none"> <li>Service Readiness RACI</li> </ul>  | <ul style="list-style-type: none"> <li>Review and approve within 10 days post issue.</li> </ul>  |

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

|     | <b>Milestone Type</b>                     | <b>Milestone Description</b>  | <b>Associated Deliverables (bulleted list)</b>  | <b>Implementation Dependencies</b>  | <b>Implementation Customer Responsibilities (where applicable)</b>                             |
|-----|---|---|---|---|--|
|     | <b>a. Milestone.</b>                      |   |   |   |  |
|     | <b>b. Authority to Proceed Milestone.</b> |   |   |   |  |
|     | <b>c. Payment Milestone.</b>              |   |   |   |  |
|     |   |   | <ul style="list-style-type: none"> <li>Cutover runbook</li> </ul>                                 |   |  |
| 10. | Payment Milestone                         | Provide review criteria for each Service Readiness Review, as set out in the Detailed Implementation Plan | <ul style="list-style-type: none"> <li>Post cut over Service Readiness Review Criteria</li> </ul> | <ul style="list-style-type: none"> <li>Updated plans from Other Suppliers</li> </ul>  | <ul style="list-style-type: none"> <li>Review and approve within 10 days post issue</li> </ul> |
| 11. | Milestone                                 | SNOW Basebuild  | Access and accounts for ITSM  | <ul style="list-style-type: none"> <li>ITSM workshops completed</li> <li>Initial tooling gap analysis complete</li> <li>ITSM roles established</li> </ul> | <ul style="list-style-type: none"> <li>Implementation of ITSM base build.</li> </ul>           |
| 12. | Payment Milestone                         | Provide a draft version of the Service Operations Manual (SOM)  | <ul style="list-style-type: none"> <li>SOM</li> </ul>   | <ul style="list-style-type: none"> <li>Supplier Operational Support Acceptance</li> </ul>   | <ul style="list-style-type: none"> <li>Review and approve within 10 days post issue</li> </ul> |

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

|     | <b>Milestone Type</b>                     | <b>Milestone Description</b>   | <b>Associated Deliverables (bulleted list)</b>  | <b>Implementation Dependencies</b>  | <b>Implementation Customer Responsibilities (where applicable)</b>  |
|-----|---|--|---|---|---|
|     | <b>a. Milestone.</b>                      |  |   |   |   |
|     | <b>b. Authority to Proceed Milestone.</b> |  |   |   |   |
|     | <b>c. Payment Milestone.</b>              |  |   |   |   |
| 13. | Payment Milestone                         | Provide and base line version 1.0 of the Systems of Measurement Reference Document | <ul style="list-style-type: none"> <li>SMRD</li> </ul>  | <ul style="list-style-type: none"> <li>SLA agreed</li> <li>Customer approval of SMRD</li> </ul>   | <ul style="list-style-type: none"> <li>Implementation of SLA's in ITSM</li> <li>Review and approve within 10 days post issue</li> </ul>         |
| 14. | Milestone                                 | Implement a Service management organisation  | <p>Service delivery organisation chart</p> <p>Terms of reference for each role on the organisation chart;</p> <p>Escalation path between the various tiers on the</p> | <ul style="list-style-type: none"> <li>Define ITIL roles.</li> <li>Terms of reference for ITIL roles.</li> <li>Escalation hierarchy.</li> <li>Other Supplier service management organisation</li> </ul> | <ul style="list-style-type: none"> <li>Customer operational governance model.</li> <li>Review and approve within 10 days post issue.</li> </ul> |



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

Call-Off Ref: RM1043.8

Crown Copyright 2022

|     | <b>Milestone Type</b>   | <b>Milestone Description</b>   | <b>Associated Deliverables (bulleted list)</b>  | <b>Implementation Dependencies</b>   | <b>Implementation Customer Responsibilities (where applicable)</b>                         |
|-----|---|--|---|--|--|
|     | <b>a. Milestone.</b><br><br><b>b. Authority to Proceed Milestone.</b><br><br><b>c. Payment Milestone.</b> |  |   |  |  |
| 15. | Milestone   | Produce and agree policies, processes, and procedures aligned with the policies, processes and procedures provided by the Customer and or the Agency Manager | <ul style="list-style-type: none"> <li>Updated Service Desk low level instructions.</li> <li>Updated Service Management low level instructions</li> <li>Supplier procedures for each ITIL function set out under the Agency Manager interface requirements set out in Schedule 14 (Services)</li> </ul> | <ul style="list-style-type: none"> <li>Model Service Desk established.</li> <li>Updated Customer PPP (if applicable).</li> </ul> | <ul style="list-style-type: none"> <li>Outline Changes to current customer PPP.</li> </ul> |

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

|     | <b>Milestone Type</b>   | <b>Milestone Description</b>                    | <b>Associated Deliverables (bulleted list)</b>   | <b>Implementation Dependencies</b>  | <b>Implementation Customer Responsibilities (where applicable)</b>   |
|-----|---|---|--|---|--|
|     | <b>a. Milestone.</b><br><br><b>b. Authority to Proceed Milestone.</b><br><br><b>c. Payment Milestone.</b> |   |  |   |  |
| 16. | Payment Milestone   | Operational Service Commencement (i.e. go-live) | <ul style="list-style-type: none"> <li>• Execute cutover plans</li> <li>• Execute early life support</li> <li>• Go-live/cutover</li> <li>• Post-cutover review.</li> </ul> | <ul style="list-style-type: none"> <li>• Work packages and stages completed.</li> <li>• Early life support process established</li> <li>• Defined status reporting for end of go-live day report</li> </ul> | <ul style="list-style-type: none"> <li>• Approve open Ticket process</li> <li>• Confirm cutover date/time</li> <li>• Approval to cutover</li> <li>• User cutover communications</li> <li>• Other Supplier cutover communications</li> <li>• Participation in Post-cutover review.</li> </ul> |

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

A.2 The Implementation Plan should as a minimum contain the following milestones.

- 

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)  
For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be **[insert number of days]**.

## Part B: Testing

### 1 Definitions

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

| Term                             | Definition  |
|----------------------------------|---|
| <b>Component</b>                 | any constituent parts of the Deliverables;  |
| <b>Material Test Issue</b>       | a Test Issue of Severity Level 1 or Severity Level 2;   |
| <b>Satisfaction Certificate</b>  | a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria; |
| <b>Severity Level</b>            | the level of severity of a Test Issue, the criteria for which are described in Annex 1;   |
| <b>Test Issue Management Log</b> | a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;  |
| <b>Test Issue Threshold</b>      | in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;   |
| <b>Test Reports</b>              | the reports to be produced by the Supplier setting out the results of Tests;  |
| <b>Test Specification</b>        | the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;       |
| <b>Test Strategy</b>             | a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;   |
| <b>Test Success Criteria</b>     | in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;  |
| <b>Test Witness</b>              | any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and   |
| <b>Testing Procedures</b>        | the applicable testing procedures and Test Success Criteria set out in this Schedule.   |

### 2 How testing should work

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

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

### **3 Planning for testing**

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

### **4 Preparing for Testing**

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

### **5 Passing Testing**

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

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

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

- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
- 6.2.2 a plan to make the resources available for Testing;
- 6.2.3 Test scripts;
- 6.2.4 Test pre-requisites and the mechanism for measuring them; and
- 6.2.5 expected Test results, including:
  - (a) a mechanism to be used to capture and record Test results; and
  - (b) a method to process the Test results to establish their content.

## **7 Performing the tests**

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
  - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
  - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

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

## 8 Discovering Problems

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

## 9 Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
- 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
  - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
  - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

## 10 Auditing the quality of the test

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

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

## **11 Outcome of the testing**

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
  - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
  - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.



- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
  - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
  - 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## **12 Risk**

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
  - 12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
  - 12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

## **Annex 1: Test Issues, Severity Levels**

### **1 Severity 1 Error**

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

### **2 Severity 2 Error**

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
  - 2.1.1 causes a Component to become unusable;
  - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

### **3 Severity 3 Error**

- 3.1 This is an error which:
  - 3.1.1 causes a Component to become unusable;
  - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables; but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

### **4 Severity 4 Error**

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

### **5 Severity 5 Error**

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

## **Annex 2: Satisfaction Certificate**

To: [insert name of Supplier]  
From: [insert name of Buyer]  
[insert Date dd/mm/yyyy]

Dear Sirs,

### **Satisfaction Certificate**

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

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

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

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

### **[OR]**

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

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

Yours faithfully

**[insert Name]**

**[insert Position]**

acting on behalf of [insert name of Buyer]

## Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

### SECTION 1: SERVICE LEVELS

#### 1 Definitions

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

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

#### 2 What happens if you do not meet the Service Levels

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

entitled to object to, or increase the Charges as a result of such changes, provided that:

- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
- 2.5.3 there is no change to the Service Credit Cap.

### **3 Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

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

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

### **1 Service Levels**

If the level of performance of the Supplier:

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

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

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

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### **2 Service Credits**

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

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

### **3 Buyer redress for failure to provide Services at or above Service Levels**

3.1 The Buyer may ask for a Rectification Plan if the Supplier fails to meet any of the Service Levels ("Default") within Section 1 (Service Levels) in any 12-Month rolling period.

3.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

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

| <b>Service Level Performance Criterion</b> | <b>Key Indicator</b>  | <b>Service Level Performance Measure</b> | <b>Service Level Threshold</b> | <b>Buyer redress for Failure to provide Services at or above Service Levels</b> |
|--|---|--|--------------------------------|---|
| SL1: Supplier Service Support Availability | Service Desk would only be contacted during Operational Hours where - Monday to Friday 09:00 - 17:00.   | 99.90%                                   | 80%                            | Refer to Service Credit calculations beneath this table                         |
| SL2: System availability                   | Solution to be available 24/7. Users require the system during Operational Hours where Operational Hours are Monday to Friday 07:00 - 19:00. Outside of Operational hours, system is required to be available due to data refresh activity. | 99.90%                                   | 80%                            | Refer to Service Credit calculations beneath this table                         |
| SL3: Breaches of Security                  | No Breaches of Security directly or indirectly caused by the Supplier.  | Zero Breaches of Security                | 1 Breach of Security           | 10% Service Credit applied for each security breach                             |

|                                       |   |      |     |   |
|---------------------------------------|---|------|-----|---|
|                                       | Note: If one or more Breaches of Security (caused directly or indirectly by the Supplier) occur, then the Supplier shall report the Service Level achieved as zero percent (0%) for this Service Level.   |      |     |   |
| SL4: Escalation of Security Incidents | All Security Incidents to be escalated to the Customer within 30 minutes of the Supplier becoming aware of such an Incident. The supplier will need to notify the Security contact named within the Security schedule associated with this contract. Any security breach will be classed as a | 100% | 90% | 5% Service Credit applied for each security incident not escalated within the timescale |



|   |  |        |     |   |
|---|--|--------|-----|---|
|   | Service Level Failure.   |        |     |   |
| SL5: Incident Management Severity Level 1 | <p>The whole (or a material part) of the Managed Services are not able to be accessed and/or used.</p> <p>Max resolution time Four (4) Elapsed Hours</p> | 99.90% | 80% | Refer to Service Credit calculations beneath this table |
| SL6: Incident Management Severity Level 2 | <p>Severe degradation in the ability to use or access the Managed Services</p> <p>Max resolution time Five (5) Elapsed Hours</p>                         | 99.90% | 80% | Refer to Service Credit calculations beneath this table |
| SL7: Incident Management Severity Level 3 | <p>Degradation of some non-essential components of Managed Services, but can still use main key components</p>   | 99.50% | 80% | Refer to Service Credit calculations beneath this table |

|   |   |        |     |   |
|---|---|--------|-----|---|
|   | Max resolution time Eight (8) Operational Hours where Operational Hours are Monday to Friday 07:00 - 19:00 including Bank Holidays and Saturday 07:00 - 17:00.  |        |     |   |
| SL8: Incident Management Severity Level 4 | <p>Degradation of non-essential components of Managed Services, which has minimal impact on overall functionality and usability</p> <p>Max resolution time Within Twelve (12) Operational Hours where Operational Hours are Monday to Friday 07:00 - 19:00 including Bank Holidays and Saturday</p> | 99.50% | 80% | Refer to Service Credit calculations beneath this table |

|  |   |      |     |   |
|--|---|------|-----|---|
|  | 07:00 - 17:00.  |      |     |   |
| SL9: Planned outages & Maintenance Windows | <p>All Planned Service Outages shall be Approved by the Customer.</p> <p>All outages shall be planned outside of Operational Hours which are Monday to Friday 07:00 - 19:00 including Bank Holidays and Saturday 07:00 - 17:00.</p> <p>Outages within these times must be carried out as an exception with Customer/ Buyer approval.</p> <p>Note - Required to avoid the 12th of each</p> | 100% | 80% | Refer to Service Credit calculations beneath this table |

|  |  |        |     |   |
|--|--|--------|-----|---|
|  | <p>month and the week following.</p> <p>This is due to the data freeze date of the 12th of each month.</p> <p>No maintenance or planned outages should occur during this period.</p> |        |     |   |
| SL10: Provision of an Impact assessment under a Change Request | An Impact Assessment shall be made available to the Customer within the time period agreed between the Customer and the Supplier in accordance with the provisions of Change Control | 99.99% | 75% | Refer to Service Credit calculations beneath this table |
| SL11: Change Control Implementation                            | Time taken to respond to change requests, measured from the time when Service Provider first became aware of the request until the change request initiator                          | 99.99% | 75% | Refer to Service Credit calculations beneath this table |

|  |   |      |   |   |
|--|---|------|---|---|
|  | <p>receives an initial response.</p> <p>Emergency Changes:</p> <p>Evaluation within 4 hours</p> <p>Schedule and execute within 8 hours</p> <p>Standard Changes:</p> <p>Evaluation within 2 Business Days</p> <p>Schedule and execute within 2 days for small changes, 1 week for complex change</p> |      |   |   |
| SL12: Provision of Performance Reports | <p>Each monthly Performance Monitoring Report shall be delivered within 5 Working Days of the Month End</p>   | 100% | - | <p>Minimum Service Credit is applied for 1 day late.</p> <p>1 % Service Credit applied for each subsequent day after the agreed Service Level Performance Criterion</p> |
| SL13: Provision of Finance Reports     | <p>Each monthly Performance Monitoring Report shall be delivered within 5 Working Days of the Month End</p>   | 100% | - | <p>Minimum Service Credit is applied for 1 day late.</p> <p>1 % Service Credit applied for each subsequent day after the agreed Service Level Performance Criterion</p> |

| KPI Performance Criterion   | Key Indicator   | KPI Performance Measure | KPI Level Threshold | Publishable KPI |
|---|---|-------------------------|---------------------|-----------------|
| KPI 1 – Social Value<br>MAC 2.2<br>Create Employment and Training | Placing a graduate/apprentice into contract delivery team to support CPS social value agenda specifically to this contract. | 100%                    | 100%                | Yes             |
| KPI 2 – Social Value<br>MAC 7.3<br>Wellbeing                      | Support of CPS Priority Group employees in the contract workforce who may be victims of crime.                              | 100%                    | 100%                | Yes             |

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

This section sets out the formula used to calculate Service Credits payable to the Buyer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule, shall be a recurrent period of one calendar Month during the Call Off Contract Period (the “Service Period”).

The amount of any Service Credits shall be determined by the Achieved Service Level, the Service Level Performance Measure and the Service Level Threshold and is calculated by using the straight-line formula below: -

**Service Credit % = (m\*(a-x) + c) \* Repeat Failure Multiplier** - where:

- “m” is a coefficient defined for a particular Service which is calculated from the formula  $m = (d-c)/(a-b)$ , that is the slope of the straight line;
- “d” is the maximum Service Credits (%) payable if the Achieved Service Level reaches the Service Level Threshold;
- “c” is the minimum Service Credits (%) payable if the Achieved Service Level falls below the Service Level Performance Measure;
- “a” is the Service Level Performance Measure (%) below which Service Credits shall become payable;
- “b” is the Service Level Threshold (%);
- “x” is the Achieved Service Level (%) for a Service Period;

and

“**Repeat Failure Multiplier**” shall have the meaning set out in Part B – Additional Information Required for Additional Schedules/Clauses. Selected in Part A, Additional Clause C4 (Service Levels)  
For the avoidance of doubt applicable “**Service Level Thresholds**” shall be as set out in Annex 1 to This call-off attachment.

Any Service Credits payable by the Supplier shall be subject to the following minimum and maximum:

| Minimum Service Credits % | Maximum Service Credits % |
|---------------------------|---------------------------|
| 2.5%                      | 10%                       |

Unless stated otherwise in this Call Off Schedule, the amount of the Service Credit (in pounds Sterling) shall be calculated according to the formulae:

Service Credit (£) = Service Credit (%) x 15% of the Call Off Contract Charges for the Service Period.

Service Credits for particular Services shall be cumulative. For the avoidance of doubt, this means that all Service Credits will be added together to make the total Service Credit payable by the Supplier in relation to all Services delivered by the Supplier.

Aggregate Service Credits for all Services delivered by the Supplier to the Buyer shall be limited in each Service Period to twenty per cent (15%) of the aggregate Call Off Contract Charges for that Service Period.

**Service Credit Cap**

For the purposes of this Call Off Contract the Service Credit Cap means fifteen per cent (15%) of the aggregate Call Off Contract Charges payable to the Supplier for the relevant Call Off Contract Year.

**Critical Service Level Failure**

A Critical Service Level Failure shall include:

- in relation to each Service Level Performance Criteria a failure to achieve the Service Level Threshold for the third consecutive time.
- an Incident of Incident Severity Level 1 continuing for more than twenty-four (24) continuous hours in any Service Period; and
- an Incident of Incident Severity Level 1 continuing for more than twenty-four (24) accumulated hours in any rolling Month period.

## **Part B: Performance Monitoring**

### **1 Performance Monitoring and Performance Review**

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.2.3 details of any Critical Service Level Failures;
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
  - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

### **2 Satisfaction Surveys**

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



## SECTION 2: BALANCED SCORECARD

### 1 Balanced Scorecard

- 1.1 As an alternative to or in addition to Service Levels (under Section 1 above) and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.

#### A. KPI: Performance to pay process

In accordance with an agreed performance to pay process, the Supplier shall submit the following 'inputs':

- accurate and complete timesheets in a timely manner
- accurate and complete acceptance certificates in a timely manner
- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner

#### Measurement

| Met  | Partially met  | Not met  |
|--|--|--|
| All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information | Inputs are later than prescribed in the performance to pay process but within 5 Working Days of the prescribed dates <ul style="list-style-type: none"> <li>• Inputs are incomplete or inaccurate</li> </ul> | Inputs are later than 5 Working Days in the prescribed performance to pay process<br>Inputs contain significant errors |

**Source:** Supplier Reports/Invoices

**Owner:** To be agreed

#### B. KPI: People (resourcing)

Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The Supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

#### Measurement

| Met   | Partially met   | Not met   |
|---|---|---|
| Targets met for all resources or facilities | Targets met for most (50%+) resources or facilities through no fault of the Buyer | Targets missed for most resources or facilities requested through no fault of the Buyer |

**Source:** Project Managers and wider Buyer team's verification

**Owner:** To be agreed

#### C. KPI: Partnering behaviours and added value

Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled Supplier Staff and/or facilities.

#### Measurement

| Met   | Partially met  | Not met  |
|---|--|--|
| <ul style="list-style-type: none"> <li>• No behavioural problems identified</li> <li>• Buyer workshops attended and positive</li> </ul> | <ul style="list-style-type: none"> <li>• Some minor behavioural problems</li> <li>• Supplier only attends some workshops or</li> </ul> | <ul style="list-style-type: none"> <li>• Significant behavioural problems</li> <li>• Supplier contributions are rare or insignificant</li> </ul> |

|   |   |  |
|---|---|--|
| contributions made <ul style="list-style-type: none"> <li>Added value recognised by the programme above provision of compensated skilled resource/facilities</li> </ul> | provides minor contributions <ul style="list-style-type: none"> <li>Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant</li> </ul> | and shows little interest in working with other suppliers <ul style="list-style-type: none"> <li>No added value contributions recognised by the programme</li> </ul> |
|---|---|--|

**Source:** Collective feedback on Supplier from both Buyer and other Supplier Staff

**Owner:** To be agreed

#### D. KPI: People in place (Delivery)

All Supplier resources delivering Services for the Contract are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

##### Measurement

| Met   | Partially met   | Not met   |
|---|---|---|
| <ul style="list-style-type: none"> <li>No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required</li> <li>No problems identified with quality of work or state of facility</li> <li>Supplier is making positive team contributions</li> <li>Supplier skills or facilities meet the standards expected</li> </ul> | <ul style="list-style-type: none"> <li>Minor issues noted with quality of work or standard of facilities</li> <li>Few contributions made within team</li> </ul> | <ul style="list-style-type: none"> <li>Resource is swapped out from project due to deficiency in skill-set or change of facility is required</li> <li>Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one Month to another)</li> <li>Significant issue with quality of work or facility noted in a Month</li> </ul> |

**Source:** Project manager and wider Buyer team

**Owner:** To be agreed

1.2 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs. The Buyer and Supplier shall agree the content of the Scorecard before the Call-Off Contract Start Date including the Material KPIs as defined in Framework Schedule 4 (Framework Management). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.

1.3 The recommended process for using the Balanced Scorecard is as follows:

- the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
- on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance

- following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI
- following agreement of final scores, the process is repeating as per the agreed schedule

## 2 Buyer redress for failure to provide Services at or above Service Levels

- 2.1 The Buyer may ask for a Rectification Plan if the Supplier:
- 2.1.1 fails to meet **any** of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least **[3]** occasions within a 12-Month rolling period
- 2.1.2 demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the **[4]** KPI targets listed on the Balanced Scorecard, on at least **[2]** occasions within a **[Call-Off Contract duration]**, or within a period of 3 Months (whichever is the earlier)
- 2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

## 3 Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:
- 3.2.1 for each KPI, the actual performance achieved over the relevant period;
- 3.2.2 a summary of all failures to achieve KPIs that occurred during that period;
- 3.2.3 details of any failures of KPIs across the Call-Off Contract and, if applicable, one or more SOW;
- 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
- 3.2.5 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
- 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

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

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

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

## Call-Off Schedule 15 (Call-Off Contract Management) [Optional]

### 1 Definitions

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

| Term                     | Definition   |
|--------------------------|--|
| <b>Operational Board</b> | the board established in accordance with Paragraph 4.1 of this Schedule; and |
| <b>Project Manager</b>   | the manager appointed in accordance with Paragraph 2.1 of this Schedule.     |

### 2 Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

### 3 Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### 4 Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval

not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

## **5 Contract Risk Management**

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

**Annex: Contract Boards**

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

Operational and Contract Performance boards – location and frequency TBC in implementation

## Call-Off Schedule 18 (Background Checks)

### 1 When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

### 2 Definitions

| Term                | Definition   |
|---------------------|--|
| Relevant Conviction | means any conviction listed in Annex 1 to this Schedule. |

### 3 Relevant Convictions

- 3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
- (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 Deliverables any person who has a Relevant Conviction or an inappropriate record.



## **Annex 1: Relevant Convictions**

The Customer requires the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service Standard Check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (as a result of a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

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

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

### Table of Contents

|                                  |   |
|----------------------------------|---|
| Background and context           | 1 |
| The CPS                          | 1 |
| How we are organised and operate | 2 |
| Our values                       | 2 |
| Equality and Inclusion           | 3 |
| Why Work with CPS                | 4 |
| Introduction & background        | 5 |
| Problem Overview                 | 5 |
| Key technical stakeholders       | 5 |
| Buyer requirements               | 6 |

### Background and context

The Crown Prosecution Service (CPS) prosecutes criminal cases that have been investigated by the police and other investigative organisations in England and Wales. The CPS is independent, and we make our decisions independently of the police and government.

The CPS has approximately 7500 highly trained staff whose duty is to make sure the right person is prosecuted for the right offence, and that trials are fair so that offenders are brought to justice whenever possible.

### The CPS

- Decides which cases should be prosecuted.
- Determines the appropriate charges in more serious or complex cases and advises the police during the early stages of investigations.
- Prepares cases and presents them at court; and
- Provides information, assistance and support to victims and prosecution witnesses.

Prosecutors must be fair, objective, and independent. When deciding whether to prosecute a criminal case, our lawyers must follow the Code for Crown Prosecutors. This means that to charge someone with a criminal offence, prosecutors must be satisfied that there is sufficient evidence to provide a realistic prospect of conviction, and that prosecuting is in the public interest.

The CPS works closely with the police, courts, the Judiciary, and other partners to deliver justice.

## How we are organised and operate

The CPS operates across England and Wales, with 14 regional teams prosecuting cases locally. Each of these 14 CPS Areas is headed by a Chief Crown Prosecutor (CCP) and works closely with local police forces and other criminal justice partners.

CPS Areas deal with a wide range of cases. The majority are less serious cases and are heard in the magistrates' courts, while the most serious cases are heard in the Crown Court. CPS Direct, with prosecutors based across England and Wales, provides charging decisions to police forces and other investigators 24 hours a day, 365 days a year.

There are also three Central Casework Divisions which deal with some of the most complex cases we prosecute. They work closely with specialist investigators from a range of organisations, including the National Crime Agency, HM Revenue and Customs and the Independent Police Complaints Commission, as well as with police forces across England and Wales.

In addition, the CPS Proceeds of Crime is a dedicated division responsible for all restraint, enforcement, and serious confiscation work.

All operational divisions are supported by our headquarters directorates, which cover the primary support functions for CPS, including Finance and Commercial directorate, Human Resources, Strategy and Policy, Communications, Operations and Digital and Information Directorate.

## Our values

1. We will be independent and fair
2. We will prosecute independently, without bias and will seek; to deliver justice in every case.
3. We will be honest and open
4. We will explain our decisions, set clear standards about the service the public can expect from us and be honest if we make a mistake.
5. We will treat everyone with respect
6. We will respect each other, our colleagues, and the public we serve, recognising that there are people behind every case.
7. We will behave professionally and strive for excellence
8. We will work as one team, always seeking new and better ways to deliver the best possible service for the public. We will be efficient and responsible with taxpayers' money.

## Equality and Inclusion

The CPS are proud to be recognised as a leading employer, committed to supporting a diverse and inclusive workforce that reflects the community we serve.

The CPS commitment to inclusion and equality is at the heart of how we work, underpinned by The Equality Act 2010 and PSBAR 2018 Government Accessibility Standards. It is important to us both as an employer and in the way we approach our responsibilities as a prosecuting authority. The two are closely linked – supporting a diverse workforce allows us to provide a better service to the public.

We also value the insight we get from engaging directly with the communities we serve, who provide welcome scrutiny of our work. This inclusive approach means that:

- Effective community engagement builds greater trust with the public, higher victim and witness satisfaction, and better-informed prosecution policy and practice
- The CPS has an inclusive culture, reflected in a diverse workforce, locally and nationally, and at all levels of the organisation
- By opening up the CPS and acting on input from diverse communities, we aim to inspire greater confidence in our work, in particular from witnesses and victims, resulting in improved prosecution outcomes.

We are proud to employ and support people with physical and neurodiverse conditions. We hold ourselves and our suppliers to high Digital Accessibility Compliance standards to ensure all users are empowered to work efficiently, regardless of differences, to the same standard as people without these conditions. Our commitment to Accessibility by Default is demonstrated by embedding requirements within all aspects of CPS.

Around 15% of users are known to operate with assistive technology such as software, additional hardware and peripherals. This includes but is not limited to:

- a. JAWS
- b. Dragon – including Dragon power Users
- c. ZoomText
- d. TextHelp
- e. Mind View
- f. StreamDeck
- g. Equatio
- h. Medinle
- i. Joystick mouse
- j. One handed keyboard (limited F keys) and
- k. External screen overlays.

We are committed to working with suppliers to ensure all products and services are accessible and usable by all, including communication and training materials.

## Why Work with CPS

**Impacting on Criminal Justice:** The CPS is responsible for delivering justice through the independent and effective prosecution of crime, as the principal prosecuting authority across England and Wales. We have a clear mission to make sure that the right person is prosecuted for the right offence, and to bring offenders to justice wherever possible. Working as supplier for CPS opens opportunities for your organisation to play a key role in achieving these outcomes and enhancing the service we provide to victims and witnesses of crime.

**Promoting opportunities for cross justice working:** The CPS is at the heart of the Criminal Justice System. It is vital that our digital systems and processes operate effectively with those of our criminal justice partners, in the police, His Majesty's Courts and Tribunal Service, the defence community, the independent bar and with the judiciary.

**Working with a world leading prosecuting authority:** His Majesty's CPS Lead Inspector recently indicated that he considers CPS to be the leading Prosecution agency in the world. In particular, we consider that we are the most digitally advanced and we regularly give presentations to other prosecuting authorities in other countries to demonstrate the way in which we have used technology to digitise our systems. Working as a supplier for CPS opens opportunities for your organisation to be at the forefront of an internationally respected prosecuting authority.

**Making an impact:** As an organisation CPS is large enough to make a real difference across the CJS, and yet small enough for our suppliers to be key strategic partners. Working as a supplier for CPS, you will be presented with a range of interesting problems to tackle.

**Committed to breaking boundaries:** The CPS is heavily invested in developing our digital capability as an integral part of our CPS 2025 Strategy. We have launched exciting initiatives aimed at increasing our use of innovation and developing the casework tools that we will use in the future; are committed to delivering new core ICT, and to securing our data and unlocking its value. Working as a supplier for CPS opens opportunities for your organisation to be at the leading edge of this preparation for our future.

**Ensuring the security of our data:** The data we hold is one of our key assets and maintaining the trust of all our data subjects is crucial to maintaining public confidence. Working as a supplier for CPS opens opportunities for your organisation to work closely with us on privacy / security by design and to showcase how your ideas could improve the service we provide to those who trust us with their data.

**Introduction & Background**

Over the past two years, CPS has moved away from Excel and is now producing an excellent suite of MI dashboards using the Power BI data visualisation tool. The dashboards were originally created using a tactical data platform which involved taking large quantities of data and uploading it directly into Power BI. While this allowed for the swift development of the dashboards, performance was poor, costs were high, and the system was far from robust. In response, a new data platform was established using Azure Data Factory. Data was uploaded into Data Factory and was then transformed and reported through Power BI. This was successful and Data Factory delivered against several success criteria agreed at the outset of the work. Maintaining this solution will allow the development of new datasets and new Power BI dashboards. It will provide for much improved data analysis to better forecast future casework trends. This project is essential if the CPS is to achieve its aim of becoming a data driven organisation.

The timetable for this Procurement is set out in the Invitation to Tender (ITT). This timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable). Potential tenderers will be informed if changes to this timetable are necessary.

**Problem Overview**

There is a business need to maintain and develop the data factory solution to further the CPS Strategic Aims and outcomes “to use data to drive change”. This solution for management information aims to deliver the following outcomes:

- It will enable CPS to better analyse data and make improved business decisions.
- Ensuring all data is stored safely, securely and in line with data protection principles;
- Access to data is managed through permission-based policy;
- Providing the Performance Management Unit (PMU) and other users with swift access to all corporate and casework data sets;
- Adaptable, as it has the capabilities to link up with a wide range of CPS data sets. ;
- Flexibility - in the long term, it will enable the current Management Information System (MIS) to be decommissioned.

**Key technical stakeholders**

- Head of Architecture
- Head of Security
- Head of Data Security
- Head of Cyber Security
- Head of Change
- Head of Solutions
- Head of Commercial
- Head of Service Management

**Functional Requirements**

**Essential – Minimum Functionality**

| Number | Requirement |
|--------|-------------|
|--------|-------------|

|      |  |
|------|--|
| FR1  | The supplier must work with CPS staff to share knowledge and build in-house capabilities for the designs and solutions that are adopted by the department.   |
| FR2  | The Supplier must support the solutions simple configuration of ETL (Extract, Transform & Load) Pipelines and routines.  |
| FR3  | The supplier must ensure where there is an existing system, such as MIS, the replacement must mirror the structure and naming conventions of the existing system as much as possible, with data headings and content being recognisable to existing users.   |
| FR4  | The Solution must have flexible ETL processes. For example, both manually input and interfaced data is able to be broken up, validated, put back together in multiple ways and shaped into the chosen format or presentation.  |
| FR5  | The Supplier must work with the Buyer to Identify, agree and collect different data schemas from multiple data sources required for any proof of concept and create test data to support use cases   |
| FR6  | The Supplier must maintain & support the solutions integration with Power BI.  |
| FR7  | The Supplier must support the solutions integration with Power BI Dashboards.  |
| FR8  | The Supplier must support the solutions automated upload of data from multiple different data sources.   |
| FR9  | The Supplier must support automated data validation and error handling processes to ensure quality of data being loaded. Ensure full data is pulled through, avoidance of duplicated data.   |
| FR10 | The Solution must be able to protect/anonymise specific aspects of the data on the platform/within the solution  |
| FR11 | The Solution must be able to demonstrate near real time reporting capabilities and support automatic updating of reports   |
| FR12 | Solution to provide the ability to fix data at moments in time to prevent updates and overwriting.   |
| FR13 | The supplier must be able to work with the Buyer to identify, agree and create forecasting use case to demonstrate how the Buyer can predict upcoming business challenges or bottlenecks e.g. where we can see where peak system usage occurs and can then (e.g.) stagger refreshes, so they do not all fall at the same time and cause crashes. |
| FR14 | The supplier must be able to build a demonstration of how the solution can identify errors with data being loaded into the platform and where necessary re-format and resolve issues automatically.  |
| FR15 | The Supplier and Buyer must agree criteria and actions to measure ease of use and upskill Buyer staff to use the new solution and test its usability.  |
| FR16 | The Supplier must create a demonstration of how data security, controls and masking is handled in data platform/solution   |
| FR17 | The Supplier must work with the Buyer to Develop tests that ensure consistency of data transformations between solution and current MI System  |
| FR18 | The Supplier must measure outcomes of the solution against pre-agreed success criteria decided post-tender.  |
| FR19 | The Supplier must continually review, engage, agree & update HLD/LLD documents with design deviations, records of decisions made, and findings uncovered throughout the project delivery.  |
| FR20 | The Solution must allow users to build reports via self-service.   |
| FR21 | The Solution must be able to filter reports / dashboards   |
| FR22 | The Solution must be able to apply pivot / select levels for data extraction.  |
| FR23 | The Solution must be able to apply filters at any point.   |
| FR24 | The Solution must have the ability to shape the data e.g. show/hide columns; Ability to download raw data, subject to sign-off dependent on content, in csv/Excel form, for processing via methods other than Power BI.  |

|      |  |
|------|--|
| FR25 | The Supplier must support a flexible security model based on Roles-Based-Access-Controls.  |
| FR26 | The Solution must have the ability to provide CPS to define user roles at multiple levels and administer:<br>Read / Write roles<br>Business Operation Roles such Business Manager/ Performance Manager.  |
| FR27 | The Solution must support CPS's administration of user management: add and delete user and manage access and permissions.  |
| FR28 | The Solution must have the ability to lock-out changes to reports after submission to protect data integrity and audit ability.  |
| FR29 | The Solution must have an in-house Admin ability to unlock and override data lock.   |
| FR30 | The Solution must provide the ability to receive incumbents solution Data as standard in event of exit transition.   |
| FR31 | In the event of Exit Transition following the termination of this Contract the Supplier must support the transferring of any Assets including Data to the Buyer and/or Replacement Supplier in line with Call Off Schedule 10 - Exit Management. |
| FR32 | The Solution must be able to provide an audit function to all changes to users and / or accounts and reports created and run.  |
| FR33 | The supplier must design and build the long-term solution to ensure that where sensitive data is added, it is done so in compliance with the UK GDPR and DPA 2018.   |
| FR34 | Further to the requirement FR33 above, the solution must be built in such a way as to allow data anonymisation, role-based access and audit tools to be added when required.   |
| FR35 | The supplier must clearly show the preferred method/process for ingesting raw and other data sources into the system.  |
| FR36 | The supplier must take accountability for creation, management and renewal of SAS tokens and communicate securely to the relevant CPS personnel.   |

## Non-Functional Requirements

### Essential – Minimum Functionality

#### General

| Number | Requirement   |
|--------|---|
| G1     | Supplier must be able to provide documents as standard in HTML, PDF, CSV and Microsoft suite format.  |
| G2     | Work with the Buyer's Cloud Platform team to Deploy CI/CD solution and configure deployment pipelines for code-based deployments              |
| G3     | Work with the Buyer's Cloud Platform team to deploy solution in line with High Level & Low-Level Design                                       |
| G4     | Work with the Buyer's Cloud Platform team to implement networking in line with High Level & Low-Level Design                                  |
| G5     | The supplier must explain how their service will support testing and demonstration capabilities prior to releasing into a live environment.   |
| G6     | The CPS is a Cloud First organisation, and the solution must follow this strategy. Currently, AWS, Azure, and GCP form part of this strategy. |
| G7     | The Solution must have a flexible licencing model that fits the CPS' users, structure, organisation, and divisions.                           |
| G8     | The Solution must be configurable, scalable and flexible due to constant changes in requirement from business users.                          |



|     |   |
|-----|---|
| G9  | The Solution must be able to scale-up to meet the, sometimes burst demands of the organisation.   |
| G10 | The Solution must have a fully customisable and flexible reporting offering – for example, we require the ability to start from a blank slate and build new reports / dashboards from scratch to address organisation's changing reporting requirements. Ability to do this at pace and flexibly e.g. Quarter 2's report might differ from Quarter 1's. |
| G11 | The Solution must allow the end user to manipulate data output quickly in an intuitive manner, to respond to business questions and ad-hoc requests without having to request additional support from administrator or supplier.  |
| G12 | Ability to be able to export the data for different purposes, for example presentations, formulate reports etc. (e.g. CSV, excel, text, PDF etc)  |
| G13 | The Solution must have flexible integration options to enable it to integrate with current business tools and platforms unique to CPS.  |
| G14 | The Solution must be able to create simple, intuitive reports that are easy to use for the layperson.   |
| G15 | The Solution must provide usage statistics available on demand within platform at no additional cost e.g. licence usage, auditable records etc.   |
| G16 | Solution needs to be fully GDPR compliant and signs up to any recommendations arising from the Data Protection Impact Assessment carried out by the CPS.  |
| G17 | Be able to delete and abide by “right to be forgotten” requests where appropriate but be able to retain non-identifiable data that needs to be stored to abide by other legislation.  |
| G18 | Ringfencing or isolation of customer data from Supplier's own frameworks, supporting integrity of security and privacy.   |
| G19 | Product will be evergreen, running latest version of the software.  |
| G20 | The Solution must support standards-based integration; ideally it should support RESTful interfaces.  |
| G21 | The Solution must have flexible integration options such as Representational State Transfer (REST)/Simple Object Access Protocol (SOAP)/Open Database Connectivity (ODBC) etc.  |
| G22 | Ability to centrally create measures/reports for wider use in the organisations by Area Performance Managers (APMs)/Finance Managers/HR Advisory Managers (HRA's).  |
| G23 | The Supplier will work with the Buyers Service Transition Team to complete assurance activities enabling it is ready to go-live   |
| G24 | The supplier must offer Management access authentication – Username/Password & VPN via Single Sign On (SSO) by means of an Azure Active Directory where possible.   |

### Working with our Service Desk

#### Essential – Minimum Functionality

| Number | Requirement  |
|--------|--|
| WSD1   | The Supplier must use the Buyer's ITSM tool/provider to record all incidents and problems.   |
| WSD2   | Supplier must provide support during Operational Hours where Operational Hours are Monday to Friday 09:00 – 17:00.<br>This requirement will be measurement in accordance with the Service Level Schedule linked to this contract.                |
| WSD3   | In order for the Buyer to manage the end-to-end service in accordance with their policies and service model, the Supplier and the relevant Other Suppliers must adopt the Buyer's integrated set of ITIL aligned Service Management Policies and |



|  |  |
|--|--|
|  | Processes (PPs). This methodology shall drive a common understanding of how all the suppliers shall work collaboratively to deliver service excellence. The suppliers are not required to change their internal Service Management Procedures, only to comply where necessary and adhere to the Buyer's PPs. |
|--|--|

### Service Management Essential – Minimum Functionality

| Number | Requirement   |
|--------|---|
| SM1    | The Supplier must have an ongoing maintenance support model.  |
| SM2    | Supplier must agree to provide a consistency of service, good quality support available. This requirement will be measured in accordance with the Service Level Schedule linked to this contract.   |
| SM3    | Suppliers support must have minimal downtime. This requirement will be measured in accordance with the Service Level Schedule linked to this contract.  |
| SM4    | As described in the relevant schedule for Implementation and Testing, the Supplier must provide outlined and detailed Implementation plans.   |
| SM5    | The Supplier must work with the Buyer (and Incumbent Supplier) to achieve the successful handover, agreeing appropriate achievements documented in milestones.  |
| SM6    | The Supplier must ensure that all processes related to running the service are set out in the Service Operations Manual (SOM).  |
| SM7    | The Supplier must ensure that processes related to the production of their Service Level reporting are set out in the Systems of Measurement Reference Document (SMRD). This includes details of the sources of data used, how this data is processed, and what calculations are used in reporting Service Level compliance and Service Credits in the monthly Performance Monitoring Report. |
| SM8    | The Supplier must provide a SOM and a SMRD in accordance with the Implementation plan and update it in consultation with the Buyer each time there is a change to the Supplier's solution. The documents will be baselined annually on each anniversary of the Call Off Commencement Date.  |

### Desirable – Should have/Nice to have

|      |  |
|------|--|
| SM9  | <p>The supplier should meet the Buyer's expectation that the following three phases will be required in the Knowledge Transfer process, which is during the period before taking over the live operation of the contract:</p> <ul style="list-style-type: none"> <li>• Information gathering phase: (Working with the incumbent supplier there will be a process to discuss and understand the underlying documentation)</li> <li>• Test Phase: The Buyer expects testing capability using documentation provided and with the support and assistance of the incumbent supplier.</li> <li>• Production Phase: The Supplier shall confirm they have all the required capability and access to prepare to manage the relevant applications and infrastructures.</li> </ul> |
| SM10 | The Supplier should apply their experience of providing similar services, providing a proposed delivery schedule to contribute to an effective, timely and successful (takeover) (delivery) of the live services.  |

### Incident Management

**Incident management** is an ITSM process area. The first goal of the incident management process is to restore a normal service operation as quickly as possible and to minimize the impact on business operations, thus ensuring that the best possible levels of service quality and availability are maintained.

***The Buyer's Policy and Process (PP) related to Incident Management has been provided in the data room as part of the Buyer's Small Scale Data Factory Project tender documentation.***

**Essential – Minimum Functionality**

| Number | Requirement  |
|--------|--|
| IM1    | The Supplier must agree to implement Incident logging procedures (which adhere to the Buyer's PPs) with the Buyer and the Other Suppliers as/where appropriate during the Implementation phase.  |
| IM2    | The Supplier must provide feedback to users via the Buyers Service Desk on progress made with resolving an Incident. Such feedback shall include: (i) advice on any remedial action being taken; (ii) the estimated date and time when the Incident may be resolved; and (iii) advice allowing the User to continue to use the Services until such time as the Incident is resolved. |
| IM3    | The Supplier must be able to identify trends from the Incidents logged and bring this to the attention of the Buyer, as well as act upon them.   |

**Desirable – Should have/Nice to have**

|     |   |
|-----|---|
| IM4 | Security Incident management approach - The Supplier ISMS should be aligned with ISO 27002 and ISO 27018 security standards for event and security incident management. Supplier Incident Response program should be tested in SOC 2 Type 2 audits twice per year. Should a security incident occur, Supplier will communicate relevant details to affected Customers via email and via Suppliers publicly available status web pages, where applicable |
| IM5 | The Supplier should share ownership with the Buyers Service desk regarding records for all Incidents and be accountable for their progression throughout the ITIL Incident life cycle.  |

**Major Incident Management**

ITIL defines a special process for dealing with Major Incidents (emergencies that affect business-critical services and require immediate attention). Major Incidents typically require a temporary Major Incident Team to identify and implement the resolution.

***The Buyer's Policy and Process related to Major Incident Management has been provided in the data room as part of the Buyer's Small Scale Data Factory Project tender documentation.***

**Essential – Minimum Functionality**

| Number | Requirement  |
|--------|--|
| MIM1   | All Severity Level 1 and Severity Level 2 Incidents shall be defined as Major Incidents. The Supplier must work with Buyers Service Desk to provide focussed Major Incident Management across all Suppliers in accordance with the Buyer's Policies and Process documents (PPs). |
| MIM2   | The Supplier must ensure that the Buyers Service Desk is engaged as soon as Incident prioritisation determines that the conditions for a Major Incident are met.   |
| MIM3   | The supplier must support the Buyers Service Desk in co-ordinating the efforts as well as resources required from Other Suppliers where appropriate, during the lifecycle of the Major Incident.   |
| MIM4   | The Supplier must provide an initial point of contact for the Buyer Service Management Team for escalation and information purposes during the lifecycle of the Major Incident.  |
| MIM5   | When the Major Incident fails (or at the point it becomes clear that it is in danger of failing) it's applicable Service Level, the Supplier's Major Incident Management contact must be available for an all-party Major Incident progress call to agree actions required.      |

|      |  |
|------|--|
| MIM6 | The Supplier must provide a written account of any major incident to the Buyers Service Desk to form part of the post incident review. |
|------|--|

### Problem Management

Problem Management is the process responsible for managing the lifecycle of all problems that happen or could happen in an IT service. The primary objectives of problem management are to prevent problems and resulting incidents from happening, to eliminate recurring incidents, and to minimize the impact of incidents that cannot be prevented. ITIL defines a problem as the cause of one or more Incidents.

***The Buyer's Policy and Process related to Problem Management has been provided in the data room as part of the Buyer's Small Scale Data Factory Project tender documentation.***

#### Essential – Minimum Functionality

| Number | Requirement  |
|--------|--|
| PM1    | The Supplier must agree to work with the Buyer to define and implement the criteria for prioritisation of Problems.                              |
| PM2    | The Supplier must support the maintenance of Problem Management records which are retained in the Buyer's ITSM Tool.                             |
| PM3    | The Supplier must work with the Buyers Service Desk to allocate Problems to Other Suppliers or a Resolver Group as appropriate.                  |
| PM4    | The Supplier must progress all activities required to diagnose the root cause of Major Incidents and Problems and to determine their resolution. |
| PM5    | The Supplier must conduct Problem Management meetings as required by the Buyer, to prioritise the resolution of Problems.                        |

#### Desirable – Should have/Nice to have

|      |  |
|------|--|
| PM6  | On the Buyer's reasonable request, the Supplier should undertake all activities required to diagnose the root cause of all problems and to determine their resolution.   |
| PM7  | The Supplier should recommend to the Buyer measures to prevent the recurrence of all Problems.   |
| PM8  | The Supplier should record Known Errors and their Workarounds or Problem resolutions and supply to the Buyers Service Desk to include in the ITSM.   |
| PM9  | The Supplier should maintain regular communications between all relevant parties until Problem resolution is achieved.   |
| PM10 | The Supplier should escalate to appropriate management organisational structure if corrective actions are not being progressed.  |
| PM11 | The Supplier should document and publish Problem Management meetings status reports to the Buyer and to Other Suppliers.   |
| PM12 | The Supplier should provide Problem Management information on a monthly basis to Buyers Service Desk provider and produce trend analysis and management summaries to identify trends, significant changes or increases in Problem volumes for discussion with the Buyer and Suppliers at the appropriate forums. |

### Change Management

Change Management is an ITSM discipline. The objective of change management in this context is to ensure that standardised methods and procedures are used for efficient and prompt handling of all changes to control IT infrastructure, in order to minimize the number and impact of any related incidents upon service. Changes in the IT infrastructure may arise reactively in response to problems or externally imposed requirements, e.g., legislative changes, or proactively from seeking improved efficiency and effectiveness or to enable or

reflect business initiatives, or from programs, projects or service improvement initiatives, including for digital accessibility.

***The Buyer's Policy and Process related to Change Management has been provided in the data room as part of the Buyer's Small Scale Data Factory Project tender documentation.***

#### **Essential – Minimum Functionality**

| Number | Requirement   |
|--------|---|
| CM1    | The Supplier must adhere to the Buyer's ITIL aligned Policies and Processes (PPs). and, where requested, contribute effort to requests which require Changes across the Multi-Supplier Operational Environment. The supplier will support new scripts if/when onboarded. These scripts will be stored in the customers ITSM tool. |
| CM2    | The Supplier must take all such actions as required to enable the Buyer to respond to urgent requirements for Change, as set out in the Change process (PPs).   |
| CM3    | The Supplier must ensure that all changes to the Solution are approved by the Buyer and are implemented in a timeframe as agreed as part of the Buyers Change Approval Board (CAB) process, in accordance with Service Level SL9.   |

#### **Digital Accessibility**

#### **Essential – Minimum Functionality**

| Number | Requirement  |
|--------|--|
| DA1    | The Supplier must supply evidence to confirm WCAG conformance by implementation. This will be measured at implementation either by providing the VPAT which will confirm adherence to WCAG 2.2AA standard as a minimum requirement or by completing our WCAG checklist.<br>This is in order to meet CPS Digital accessibility standards, which are informed by the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018, Government Accessibility Standards and the Equality Act 2010. Guidelines regarding the required standards can be found at <a href="#">WebAIM: WebAIM's WCAG 2 Checklist</a> |
| DA2    | The Supplier must progress to future versions of the WCAG 2.2AA standard and become compliant within 12 months of future standards being released.   |
| DA3    | The solution must have assistive technology usability, including but not limited to JAWS, Dragon, ZoomText, Mind View and Text help.<br>You must work with the DA Compliance team to enhance the product to meet usability standards and provide an Accessibility Statement.   |
| DA4    | The support service must be diverse to accommodate multiple methods of engagement and incident resolution for physical and neurodiverse accessibility users.   |
| DA5    | Suppliers must share their approach to Digital Accessibility by Default when implementing minor and major change, i.e. not separate, not an add-on, not left until later, but embedded as a Critical Success Factor (CSF). As well all aspects being WCAG 2.2 AA compliant, the supplier will be required to work with the CPS Digital Accessibility Team to ensure usability standards are met and assured, through early engagement, testing, issue resolution and retest before DAT provide agreement to sign-off.  |
| DA6    | Supplier's training and communications, implementation must be designed with accessibility in mind including features such as closed captions, alt-text and keyboard navigation. Training materials must be compatible with a wide range of accessibility solutions to ensure users with accessibility needs are not treated unfairly in comparison to others.   |
| DA7    | DAC standards must be embedded across all contractual requirements and change lifecycle processes such as but not limited to Implementation Planning, Change   |

|  |   |
|--|---|
|  | Management and CSI, Service & Event Management, Knowledge Transfer and Reporting. |
|--|---|

#### Desirable – Should have/Nice to have

|     |  |
|-----|--|
| DA8 | <p>The Supplier should supply an Accessibility Statement outlining but not limited to:</p> <ol style="list-style-type: none"> <li>1. How accessible the product is.</li> <li>2. What to do if parts of the product are not accessible</li> <li>3. The reporting of accessibility problems</li> <li>4. Technical information about the products accessibility</li> <li>5. Content that's not within the scope of the accessibility regulations.</li> <li>6. Additional accessibility considerations.</li> </ol> |
|-----|--|

### Cyber Security

#### Essential – Minimum Functionality

| Number | Requirement  |
|--------|--|
| CS1    | Any potential plugins required by supplier must be identified, approved and implemented by CPS Modern Workplace Team   |
| CS2    | The suppliers data storage and processing location must be limited to within the UK or EEA only.   |
| CS3    | The supplier must be able to evidence the security of their network where any such systems access CPS systems and data, or store CPS data.   |
| CS4    | If any equipment or systems fall outside the scope of the Buyer estate, then the Supplier shall be responsible for the required IT Health Checks/Penetration Testing to the satisfaction of the Buyer on an annual basis. All IT Health Check/Penetration Testing must be delivered by a NCSC approved penetration testing service provider.   |
| CS5    | The supplier must provide a plan for protecting data at rest and in transit. This will need to be outlined in the supplier SMP.  |
| CS6    | The supplier must ensure that data is backed up and remains up to date.  |
| CS7    | Management and administration functions must be restricted through access controls. Individuals' permissions shall be kept to a minimum. Access restriction testing will need to adhere to the CPS DPIA Process and approved by CPS GDPR Team.   |
| CS8    | The Supplier must ensure that the system is governed to NCSC standards but must provide audit data to comply with, or facilitate compliance with, the applicable requirements of the NCSC's Minimum Cyber Security Standard - GOV.UK ( <a href="http://www.gov.uk">www.gov.uk</a> ). All accounting data shall be exported automatically by a standard method and held for a timeframe in line with agreed compliance and legislation. This should include NCSC Cloud Principles - <a href="https://www.ncsc.gov.uk/cloud-security-guidance">Cloud security guidance - NCSC.GOV.UK</a> |
| CS9    | The supplier must hold a current ISO/IEC27001 certification.   |
| CS10   | The supplier must hold a current Cyber Essentials Plus or equivalent certification by contract award which is to be approved by the CPS Cyber Security Team.   |
| CS11   | The Supplier must ensure that access to all Service interfaces is limited to authenticated and authorised Administrators & Users only with appropriated auditing mechanisms in place. These reports should be made available to the Buyer upon request.  |
| CS12   | The supplier must deliver a Security Management Plan in line with the services delivered by the supplier as part of the contractual agreement. This should be reviewed annually by supplier & Buyer and mutually agreed.   |
| CS13   | The suppliers audit Information including stored data <b>must</b> adhere to the DPA and UK GDPR requirements as per the legislation.   |
| CS14   | The Supplier must deploy an effective authentication process for any devices to the network services they access which should include the following aspects:   |



|      |  |
|------|--|
|      | <ul style="list-style-type: none"> <li>• User to device, whereby the User shall only be granted access to the device following successful authentication to the device;</li> <li>• User to service, whereby the User shall only be able to access services after successful authentication to the service via their device;</li> <li>• Device to service, whereby devices are only granted access following successful authentication to the application environment.</li> </ul> |
| CS15 | The Supplier must comply with the security standards as set out in the Security Schedule associated with this contract.  |
| CS16 | CPS information must not be shared with, or accessible to, third party suppliers and their supply chains.  |
| CS17 | CPS's data instances must be administered securely from devices dedicated to service management on a segregated network.   |
| CS18 | The supplier must provide audit data in order to detect and respond to inappropriate or malicious activity within reasonable timescales.   |
| CS19 | All external interfaces to CPS's instances must be protected, including identifying and authenticating access via those interfaces.  |
| CS20 | Supplier must be able to make available system/audit log data to be ingested into CPS SOC/SIEM service   |
| CS21 | Vulnerability management approach - Supplier must agree to follow vulnerability management processes and procedures that include continual scanning, monitoring and logging, identification of vulnerabilities, ranking of vulnerabilities, prioritisation of remediations by severity and re-testing. All changes required by vulnerability remediations follow standard change management processes as defined within internal ISMS procedures.                                |

#### **Desirable – Should have/Nice to have**

|      |   |
|------|---|
| CS22 | The Suppliers security of platform should be well governed, with a named board representative for security, a documented security framework, operational risk reporting mechanisms and compliance processes. This may include common security standards such as CSA CCM v3.0.   |
| CS23 | The Supplier should provide the Buyer access to Supplier Staff and Supplier premises as required for the purposes of improving and auditing security. The Supplier shall make available to the Buyer and its designated agents any reasonably requested resources including physical access to the Site, facilities and Key Personnel that support the delivery of the MI Tool requirement. |
| CS24 | The Supplier should deploy an 'incident response' arrangement that aligns with wider response procedures in place across the Buyer ICT Environment.   |
| CS25 | Supplier should operate an internal Information Security Management System  |
| CS26 | The supplier should provide direct contacts for the Buyer's service management team, to ensure the effective operation of this service and agree continuous service improvement activities.   |

#### **Operational Security**

##### **Essential – Minimum Functionality**

| Number | Requirement  |
|--------|--|
| OS1    | Staff supplied for development of new platform must have appropriate clearance including SC where required by role. CPS DBS clearance must be obtained prior to SC clearance being undertaken and prior to the start of any work or CPS device being issued. The Buyer will require a list of staff and appropriate contact details immediately following contract signing to begin the process. |

|     |   |
|-----|---|
|     | <b>Note:</b> Being part of the legal system means that CPS is exempt from the Rehabilitation of Offenders Act (ROA); as such all offences, spent or unspent, will be disclosed to CPS as the vetting sponsors.  |
| OS2 | Supplier Personnel shall be subject to pre-employment checks and <b>must</b> ensure compliance with security clearance requirements prior to deployment of any staff onto the CPS account, as outlined in the security schedule. Supplier personnel must ensure prompt notification of any change in personal circumstances, or when an employee has left, or moved away from CPS work and no longer requires a security clearance. Change employee circumstances or new information obtained about employees which could have an impact on security clearance or suitability to operate in their role accessing the organisations systems must be reported to the organisation (e.g. arrest/convictions etc) in a manner that's in accordance with data protection laws and regulations. |
| OS3 | The supplier must use a CPS issued laptop/device to carry out any config/development activities and access the CPS network. The CPS require: <ul style="list-style-type: none"> <li>- the holder of the device to be based in the UK and not access the network outside of the UK unless agreed by exception. This will be at the discretion of the Information Management &amp; Architecture Team and CPS Cyber Security.</li> <li>- The supplier to list the software required on CPS devices to conduct their required role. This will be passed to and facilitated by the Information Management &amp; Architecture Team.</li> </ul>  |
| OS4 | Access to the supplier service may be required for the duration of the Supplier Assistance Period as outline in the contract terms and conditions. This must be agreed by the Supplier and Customer as part of the Exit Strategy and Plan.  |
| OS5 | The supplier must delete Buyer account including client data at the end of a 30-day period following termination or expiration of contract except where the Buyer requests this early. The supplier will not charge for this process and provide proof/confirmation that it has been completed.   |
| OS6 | Should any of the material relating to the CPS's' business be unaccounted for whilst in the care of the Service Provider, the Supplier must trace this material within forty-eight (48) hours. Loss of any material shall be treated as a serious breach of security. Any such loss should be reported within twenty-four (24) hours to the CPS's Operational Security Team in line with the CCS Security Schedule.   |
| OS7 | The Supplier must ensure that normal security standards are maintained in the event of a business continuity issue.   |
| OS8 | The supplier must have in place an appropriate disaster recovery policy and process, including secure backup solutions, to maintain continuity and minimise downtime/impact to the CPS in the event of an incident at the supplier side.  |

### Event Management

Event Management, as defined by ITIL, is the process that monitors all events that occur through the IT infrastructure. It allows for normal operation and also detects and escalates exception conditions.

An event can be defined as any detectable or discernible occurrence that has significance for the management of the IT Infrastructure or the delivery of IT service and evaluation of the impact a deviation might cause to the services. Events are typically notifications created by an IT service, Configuration Item (CI) or monitoring tool.

***The Buyer's Policy and Process related to Event Management has been provided in the data room as part of the Buyer's Small Scale Data Factory Project tender documentation.***

### Essential – Minimum Functionality

| Number | Requirement |
|--------|-------------|
|--------|-------------|

|     |   |
|-----|---|
| EM1 | The Supplier must assist the Buyer in establishing and implementing effective end-to-end Event Management.  |
| EM2 | The Supplier must assist the Buyer to ensure that Events are effectively managed in accordance with the required outcomes, e.g., identifying the events that are turned into Incidents and allocating them an appropriate priority. |
| EM3 | The Supplier must provide proactive monitoring on the services and applications (this will include monitoring of Servers, Database, Services, both for CPU and space reasons).  |

## Knowledge Management

ITIL Knowledge Management aims to gather, analyse, store and share knowledge and information within an organization. The primary purpose of this ITIL process is to improve efficiency by reducing the need to rediscover knowledge.

***The Buyer's Policy and Process related to Knowledge Management has been provided in the data room as part of the Buyer's Small Scale Data Factory Project tender documentation.***

### Essential – Minimum Functionality

| Number | Requirement   |
|--------|---|
| KM1    | The Supplier must capture details of Known Errors as soon as they are known and provide to the Buyers Service Desk to record it in the Buyer's ITSM Tool. |

### Desirable – Should have/Nice to have

|     |   |
|-----|---|
| KM2 | The Supplier should provide the Buyers Service Desk with scripts to retain in the Buyer's ITSM, such that similar responses are provided for similar Incidents. |
| KM3 | The Supplier should support the Buyer in the identification of Knowledge Articles that can help users find self-help to common issues.                          |

## Training Management

### Essential – Minimum Functionality

| Number | Requirement   |
|--------|---|
| TM1    | Hypercare following delivery phases to be agreed post tender. At a minimum, the supplier must make available immediate support following delivery per rollout phase.  |
| TM2    | Supplier must provide access for all relevant users to community/forums, encyclopaedia etc where available.   |
| TM3    | Supplier must provide detailed training and support to the central operational training team and key stakeholders - Approx. 10 key staff. This will enable CPS to deliver Train-the-Trainer sessions for the wider team.                        |
| TM4    | The supplier should provide knowledge transfer to understand how to build, maintain and adapt requirements. i.e., to become self-sufficient.  |
| TM5    | The supplier must have clear documentation and a detailed outline of the solutions its delivered. E.g. in the form of a 'how to guide or instruction guide', architectural design documentation (high- and low-level designs) and process maps. |

### Desirable – Should have/Nice to have

|     |  |
|-----|--|
| TM6 | Supplier could provide access to support documentation and a bespoke document library/knowledgebase where appropriate. |
| TM7 | Supplier could provide training suite for any new starter during the term of the contract.                             |

## Continuous Improvement



The Continual Service Improvement (CSI) process uses methods from quality management in order to learn from past successes and failures. The ITIL CSI lifecycle stage aims to continually improve the effectiveness and efficiency of IT processes and services, in line with the concept of continual improvement adopted in ISO 20000.

***The Buyer's Policy and Process related to CSI Management has been provided in the data room as part of the Buyer's Small Scale Data Factory Project tender documentation.***

#### **Essential – Minimum Functionality**

| Number | Requirement   |
|--------|---|
| CI1    | The Supplier must verify if improvement initiatives are proceeding according to plan and introduce corrective measures where necessary.   |
| CI2    | The Supplier must evaluate processes on a regular basis. Such evaluation to include identifying areas where Service Levels are not reached, holding regular bench markings, audits, maturity assessments and reviews. |

#### **Desirable – Should have/Nice to have**

|     |   |
|-----|---|
| CI3 | The Supplier should define specific initiatives aimed at improving services and processes, based on the results of service reviews and process evaluations. The resulting initiatives shall either be internal initiatives pursued by the Supplier on its own behalf, or initiatives which require the Buyer's cooperation. Any such initiatives will require the approval of the relevant role within the Buyer's Service Management Team. Note to Supplier - Roles and responsibilities will be agreed as part of the Supplier on-boarding process. |
| CI4 | The Supplier should provide training, share best practice and enhance the knowledge of the end users on the IT service provided.  |

#### **Service Level monitoring and MI Reporting**

The Buyer requires access to regular reports that cover performance reporting, that is not limited to the Service Levels monitored as part of the service.

#### **Essential – Minimum Functionality**

| Number | Requirement  |
|--------|--|
| SLM1   | The Supplier must monitor Achieved Service Levels and compare them with agreed Service Level Performance Measures. This information shall be used as a basis for measures to improve service quality.  |
| SLM2   | The Supplier must provide Service Performance Monitoring Reports that compare the Service Levels with the Achieved Service Levels, and include information on the usage of Services, ongoing measures for improvement of the Services, and any exceptional events that occurred during the period measured.  |
| SLM3   | The Supplier must produce reports to the Buyer within agreed timescales to be set out in the Systems of Measurement Reference Document (SMRD)  |
| SLM4   | <p>The Supplier must provide, within their monthly performance report, reports with analysis to show:</p> <ul style="list-style-type: none"> <li>• Change Management – changes completed, and Impact Assessments submitted in the reporting period.</li> <li>• Forward view of change for following reporting period</li> <li>• Breakdown of Problems opened/closed/active in the reporting period. Additional table showing detail of active problems showing number of days to root cause identification/comments on reason for any delays.</li> <li>• Trending of any customer satisfaction survey outcomes</li> <li>• Table of active Continuous Service Improvements/Risks/Issues</li> </ul> <p>And any additional reports agreed with the Buyer.</p> |

|      |  |
|------|--|
| SLM5 | <p>The Supplier must use the Buyer's ITSM to capture sufficient details to allow data to be extracted for the purpose of assisting in production of Service Management Reports for: (1) the Supplier's reporting against its Service Levels under this Call Off Contract. This should be presented in a legible format that is auditable. The data and reports shall be agreed during Implementation and shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>A. Details surrounding Incidents where the resolution of such Incidents has exceeded the Service Level Target relevant to the Incident Category assigned to the Incident.</li> <li>B. Where the failure to resolve an Incident within the Service Level Target relevant to the Incident, is a Repeat Failure, a progress report on the actions taken by, or on behalf of, the Supplier to Resolve the underlying cause and prevent recurrence.</li> <li>C. which Incidents have been Resolved and their Incident Resolution Times.</li> <li>D. which Incidents remain outstanding and the relevant Supplier's progress in Resolving them.</li> <li>E. reporting on aged Incidents</li> </ul> |
| SLM6 | <p>The Supplier must provide reports and data on trends and root cause analysis to:</p> <ul style="list-style-type: none"> <li>A. allow the Buyer to make informed decisions.</li> <li>B. allow for pro-active management of issues</li> </ul>   |
| SLM7 | <p>The Supplier must ensure that any data provided to the Buyer via the Buyer's ITSM is timely and accurate such that other suppliers' reports relying on such data, accurately reflect the position at the end of the month.</p>  |

### **EUC/Modern Workplace**

#### **Essential – Minimum Functionality**

| Number | Requirement  |
|--------|--|
| EMW1   | The solution must be cloud based and should not require installation of software to devices. This is due to any software that needs packaging and deploying to end user devices requiring to run in a locked down Windows environment and need prior approval by CPS Modern Workplace Team.. |

### **Architecture**

#### **Essential – Minimum Functionality**

| Number | Requirement  |
|--------|--|
| A1     | Solution must route via a Zscaler connector for access to anything on the CPS network. |

However, during the term of the contract, the Authority will review its position and if able to do so would in addition to its initial requirement, transform the following complex datasets, then upload them to Data Factory and report on them through Power BI :

1. Human Resources / People
2. Complaints
3. Victims Right of Review
4. All casework data included in CMS and its replacement developed through new Future Casework Tools
5. Finance

The first four datasets will involve uploading of personal data and will require compliance with UK GDPR and DPA 2018. This will require the addition of data anonymisation, role-based access and audit tools to the system.'

**Worker Engagement Route (including IR35 status)**

Where the Buyer has assessed its requirement and it is for resource, the IR35 status of the Supplier Staff in Key Roles must be detailed in this Specification and, if applicable, in each Statement of Work.

## Call-Off Schedule 26 (Cyber Essentials Scheme)

### Definitions

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

| Term                                      | Definition  |
|---|---|
| <b>Cyber Essentials Scheme</b>            | the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme are at: <a href="https://www.cyberessentials.ncsc.gov.uk/">https://www.cyberessentials.ncsc.gov.uk/</a> ; |
| <b>Cyber Essentials Basic Certificate</b> | the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;  |
| <b>Cyber Essentials Certificate</b>       | Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Order Form;  |
| <b>Cyber Essential Scheme Data</b>        | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and  |
| <b>Cyber Essentials Plus Certificate</b>  | the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.  |

### 1 What Certification do you need

- 1.1 Where the Order Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to commencing the provision of Deliverables under the Call-Off Contract the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under the Call-Off Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 1.2 Where the Supplier continues to process data during the Call-Off Contract Period the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 1.3 In the event that the Supplier fails to comply with Paragraph 2.1 or 2.2, the Buyer reserves the right to terminate the Call-Off Contract for material Default.
- 1.4 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under the Call-Off Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 1.5 This Schedule shall survive termination of each and any Call-Off Contract.



Crown  
Commercial  
Service

## Core Terms

## 1 Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

## 2 How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
  - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
  - (b) create new Call-Off Schedules;
  - (c) exclude optional template Call-Off Schedules; and/or
  - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
  - (a) is a separate Contract from the Framework Contract;
  - (b) is between a Supplier and a Buyer;
  - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
  - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
  - (a) verify the accuracy of the Due Diligence Information; or
  - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **3 What needs to be delivered**

#### **3.1 All deliverables**

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

#### **3.2 Goods clauses**

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform

with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## **4 Pricing and payments**

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
  - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
  - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.



- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## **5 The buyer's obligations to the supplier**

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
  - (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
  - (c) the Supplier is entitled to additional time needed to make the Delivery; and
  - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
  - (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
  - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
  - (c) mitigated the impact of the Authority Cause.

## **6 Record keeping and reporting**

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
  - (a) during the Contract Period;
  - (b) for 7 years after the End Date; and
  - (c) in accordance with UK GDPR,including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
  - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and

- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - (a) tell the Relevant Authority and give reasons;
  - (b) propose corrective action; and
  - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
  - (a) the methodology of the review;
  - (b) the sampling techniques applied;
  - (c) details of any issues; and
  - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## **7 Supplier staff**

- 7.1 The Supplier Staff involved in the performance of each Contract must:
  - (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and the Security Policy; and
  - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **8 Rights and protection**

- 8.1 The Supplier warrants and represents that:
  - (a) it has full capacity and authority to enter into and to perform each Contract;
  - (b) each Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;

- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
  - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
  - (g) it is not impacted by an Insolvency Event; and
  - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
  - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## **9 Intellectual Property Rights (IPRs)**

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
  - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## **10 Ending the contract or any subcontract**

### **10.1 Contract Period**

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

### **10.2 Ending the contract without a reason**

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

### **10.3 Rectification plan process**

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days.
- 10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
  - (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
  - (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
  - (a) must give reasonable grounds for its decision; and
  - (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.
- 10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

### **10.4 When CCS or the buyer can end a contract**

- 10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

## **10.5 When the supplier can end the contract**

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

## **10.6 What happens if the contract ends**

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.

- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
  - (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:
- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
  - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## **10.7 Partially ending and suspending the contract**

- 10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
- 10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
  - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.



## **10.8 When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

## **11 How much you can be held responsible for**

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3 No Party is liable to the other for:
  - (a) any indirect Losses; or
  - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
  - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by Law;
  - (d) its obligation to pay the required Management Charge or Default Management Charge.
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
  - (a) Deductions; and
  - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## 12 Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## 13 Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## 14 Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
  - (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
  - (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
  - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
  - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;



- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## **15 What you must keep confidential**

### **15.1 Each Party must:**

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

### **15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:**

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

### **15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.**

### **15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:**

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or

(e) under Clauses 4.7 and 16.

- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16 When you can share information**

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
  - (b) comply with any Freedom of Information Act (FOIA) request; and/or
  - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

## **17 Invalid parts of the contract**

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

## **18 No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## **19 Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## **20 Circumstances beyond your control**

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

## **21 Relationships created by the contract**

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **22 Giving up contract rights**

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **23 Transferring responsibilities**

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
  - (a) their name;
  - (b) the scope of their appointment; and
  - (c) the duration of their appointment.

## **24 Changing the contract**

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
  - (a) with the Variation Form, where the Supplier requests the Variation; or
  - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
  - (a) agree that the Contract continues without the Variation; or

- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
  - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
  - (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
  - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

## **25 How to communicate about the contract**

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26 Dealing with claims**

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
  - (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
  - (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

## **27 Preventing fraud, bribery and corruption**

- 27.1 The Supplier must not during any Contract Period:
  - (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
  - (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 27.2 The Supplier must during the Contract Period:
  - (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
  - (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
  - (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
  - (a) been investigated or prosecuted for an alleged Prohibited Act;
  - (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
  - (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
  - (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
- 27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

## **28 Equality, diversity and human rights**

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

## **29 Health and safety**

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

## **30 Environment**

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **31 Tax**

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and



(b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32 Conflict of interest**

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **33 Reporting a breach of the contract**

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

## **34 Resolving disputes**

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
  - (b) grant interim remedies; and/or
  - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

## **35 Which law applies**

This Contract and any Disputes arising out of, or connected to it, are governed by English law.



## **Call-Off Schedule 4 (Call-Off Tender)**

### **Stage 1**

**Bid Pack  
Attachment 3:  
Responses to Essential and Nice-to-have skills and experience.**

**RM1043.8-1-Crown Prosecution Service PR 2023 143 Provision of Small-Scale Data  
Factory (SSDF)  
Unique Procurement Reference: 37880  
Event Reference: ocds-pfhb7i-37174**

**a 'call-off further competition' in relation to  
LOT 1 Digital outcomes  
Digital Outcomes 6 (RM1043.8)**

**Buyer  
Crown Prosecution Service**

If you wish to participate in this procurement you must respond to the Essential and Nice-to-have criteria. You must also confirm when you can start work.

You should use this template to complete your response to the questions below. Any other template used may not be accepted.

Responses will be evaluated and scored using the scoring method detailed in the Statement of Requirements (Attachment 1 in the bid pack).

Responses must be uploaded by the closing date for applications 19-02-2024 12:00.

Responses must be made in English. If you exceed the 750 character count (including spaces) in any response to a question, your application may be considered non-compliant and rejected.

**Latest start date**

The buyer needs the supplier to start work: 22-06-2024





Confirm the earliest date you can start work: 22-06-2024

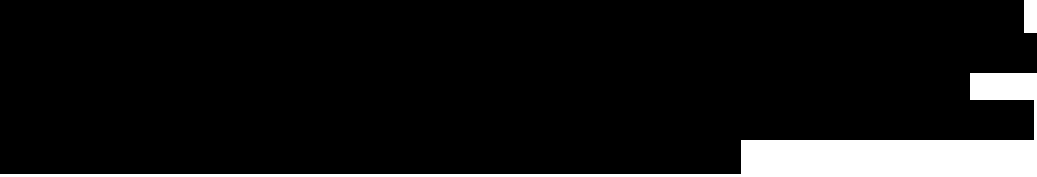




[Redacted]

**Essential skills and experience**

You must be able to respond to all Essential skills and experience for your application to be considered.

| #  | Question   | Weighting % |
|--|--|-------------|
| 1  | 1. Provide demonstrable evidence and experience of delivering on a public cloud and multi-cloud environment, with a particular focus on Microsoft Azure/Power BI. Please choose one examples of a project delivered over the past two years. | 15          |
| Supplier Response to be inserted in the text box below:<br>(max 750 characters including spaces) |  |             |
| [Redacted]   |  |             |

|   |   |    |
|---|---|----|
| 2   | 2. Using your example in Q1 above, please expand when answering the following questions:<br>What complex issues did you come across and how did you work with your client organisation resolve them?                | 15 |
| <b>Supplier Response to be inserted in the text box below:<br/>(max 750 characters including spaces)</b>  |   |    |
| <b>1. Establishing Modern Data Operations</b><br><br><br><br> |   |    |
| 3   | 3. Using your example in Q1 above, please expand when answering the following questions: How did you successfully transform data from different legacy systems into Azure Data Factory and report through Power BI? | 15 |
| <b>Supplier Response to be inserted in the text box below:<br/>(max 750 characters including spaces)</b>  |   |    |
|   |   |    |
| 4   | 4. Using your example in Q1 above, please expand when answering the following questions: How did you successfully deliver value for money for your client organisation?   | 15 |
| <b>Supplier Response to be inserted in the text box below:<br/>(max 750 characters including spaces)</b>  |   |    |
| <b>1. Value Delivery</b>  |   |    |

|  |  |    |
|--|--|----|
|  | <br><br>  |    |
| 5  | 5. Using your example in Q1 above, please expand when answering the following questions: How did you work in partnership to share learning and build capacity within your client organisation?   | 15 |
| <b>Supplier Response to be inserted in the text box below:</b><br><b>(max 750 characters including spaces)</b> |  |    |
|                             |  |    |
| 6  | 6. Please can you confirm you are able to fulfil the minimum essential requirements articulated in 'RM1043.8_Call-Off-Schedule-20-Call-Off-Specification-v0.3 – Final' under the headings listed below by stating: Yes/No?<br>a) Functional requirements: FR01 to FR36.<br>b) Non-functional requirements: G1 to G24 | 5  |
| <b>Supplier Response to be inserted in the text box below:</b><br><b>(max 750 characters including spaces)</b> |  |    |
|                             |  |    |
| 7  | 7. Service Management requirements. Please can you confirm you are able to fulfil the minimum essential requirements articulated in  | 5  |

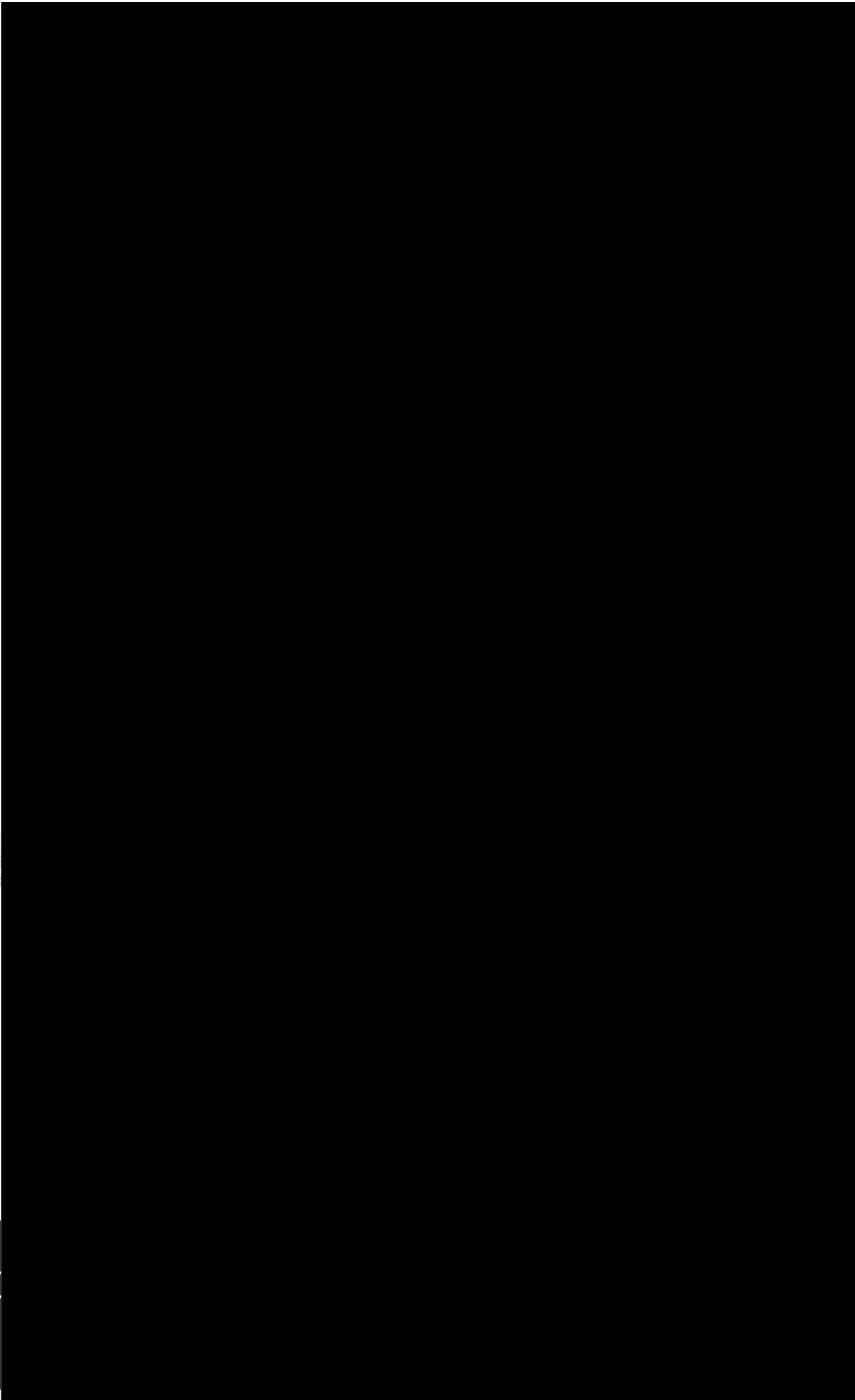
|  |   |   |
|--|---|---|
|  | RM1043.8_Call-Off-Schedule-20-Call-Off-Specification-v0.3 – Final'<br>under the headings listed below by stating: Yes/No?<br>a) Working with our Service Desk: WSD1 to WSD3<br>b) Service Management requirements: SM1 to SM8<br>c) Incident Management requirements IM1 to IM3<br>d) Major Incident Management requirements: MIM1 to MIM6<br>e) Problem Management requirements: PM1 to PM5<br>f) Change Management requirements: CM1 to CM3<br>g) Service Level Monitoring requirements: SLM1 to SLM7   |   |
| <b>Supplier Response to be inserted in the text box below:<br/>(max 750 characters including spaces)</b>   |   |   |
| <div style="background-color: black; height: 15px; width: 55%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 5%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 55%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 5%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 53%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 5%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 65%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 5%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 56%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 5%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 55%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 5%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 62%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 5%; margin-bottom: 5px;"></div> |   |   |
| 8  | 8. Security and infrastructure requirements. Please can you confirm you are able to fulfil the minimum essential requirements articulated in RM1043.8_Call-Off-Schedule-20-Call-Off-Specification-v0.3 – Final' under the headings listed below by stating: Yes/No?<br>a) Digital Accessibility requirements: DA1 to DA7<br>b) Cyber Security requirements (including Cyber Essential Plus and ISO/IEC27001): CS1 to CS21<br>c) Operational Security requirements: OS1 to OC8<br>d) EUC/Modern Workplace requirements: EMW1<br>e) Architecture requirements: A1 | 5 |

|   |   |   |
|---|---|---|
| <b>Supplier Response to be inserted in the text box below:<br/>(max 750 characters including spaces)</b>                  |   |   |
| <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> |   |   |
| 9   | 9. Learning, development and continuous improvement, Please can you confirm you are able to fulfil the minimum essential requirements articulated in RM1043.8_Call-Off-Schedule-20-Call-Off-Specification-v0.3 – Final’ under the headings listed below by stating: Yes/No?<br>a) Event Management requirements: EM1 to EM3<br>b) Knowledge Management requirements: KM1<br>c) Training Management requirements: TM1 to TM5<br>d) Continuous Improvement requirements: CI1 to CI2 | 5 |
| <b>Supplier Response to be inserted in the text box below:<br/>(max 750 characters including spaces)</b>                  |   |   |
| <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>                       |   |   |
| 1   | 10.   | 5 |

|  |   |  |
|--|---|--|
| 0  | Please provide evidence how you will ensure ‘Suppliers must be able to provide resources within a 2-week notice period with the necessary skills to minimise impact on delivery’. In helping answer this question, evidence what mechanism/approach you as the supplier have in place to ensure this can be achieved. |  |
| <b>Supplier Response to be inserted in the text box below:<br/>(max 750 characters including spaces)</b> |   |  |
| <div style="background-color: black; height: 150px; width: 100%;"></div>                                 |   |  |

### Nice-to-have skills and experience

| #  | Question   | Weighting % |
|--|--|-------------|
| 1  | Please provide an example of when you've implemented common security standards such as CSA CCM v3.0. | 100         |
| <p><b>Supplier Response to be inserted in the text box below:<br/>(max 750 characters including spaces)</b></p> <div style="background-color: black; height: 200px; width: 100%;"></div> |  |             |





[Redacted]

[Redacted]

[Redacted]

[illegible]

[REDACTED]

████████████████████

\_\_\_\_\_

[REDACTED]

\_\_\_\_\_

[REDACTED]

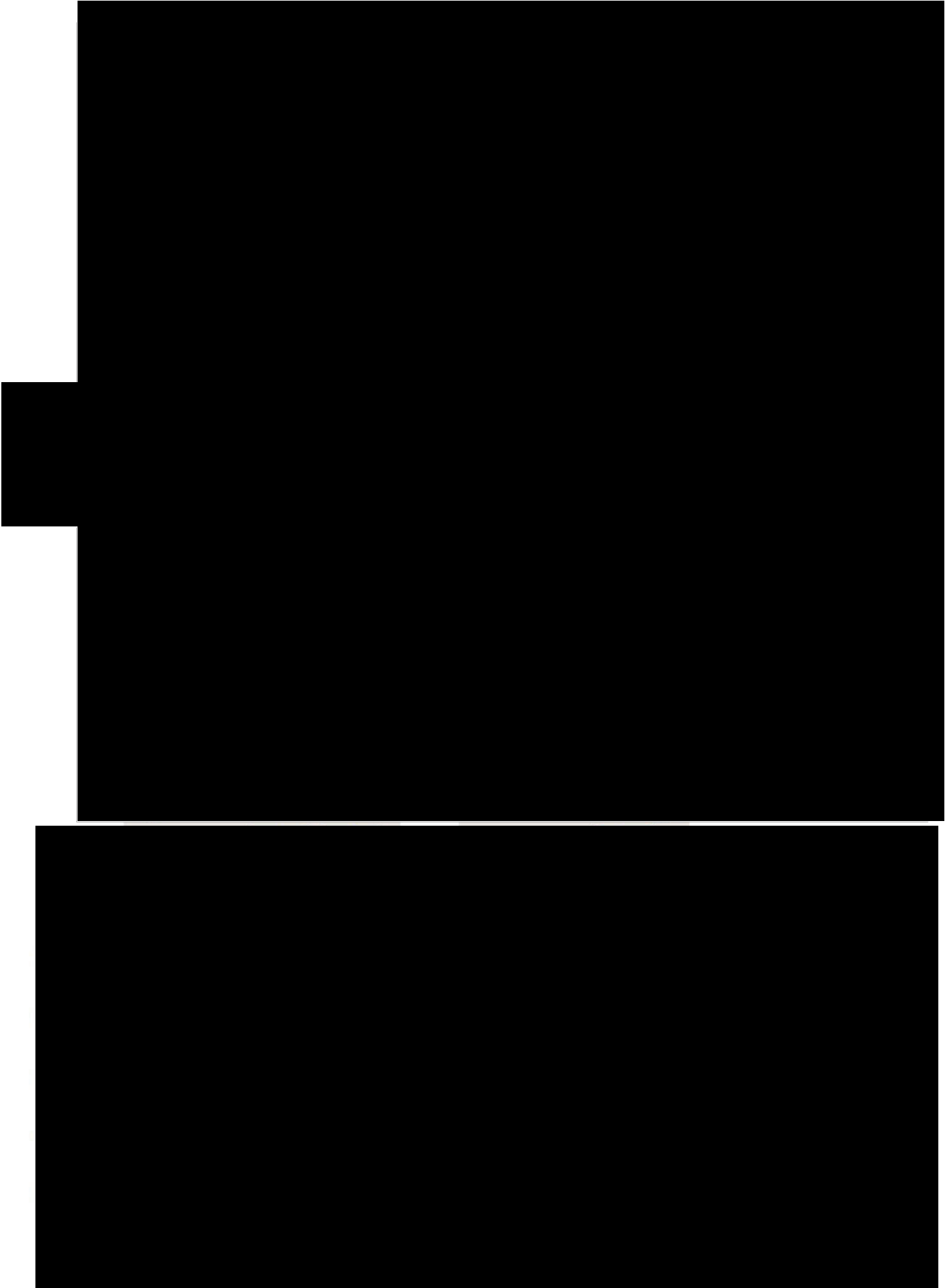
\_\_\_\_\_

\_\_\_\_\_

I [REDACTED]

\_\_\_\_\_

\_\_\_\_\_



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2

[illegible][illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





|   |  |
|---|--|
|   | [REDACTED]                             |
|   | [REDACTED]<br>[REDACTED]               |
|   | [REDACTED]<br>[REDACTED]               |
|   | [REDACTED]<br>[REDACTED] it to         |
| I | [REDACTED]                             |
|   | [REDACTED]                             |
|   | [REDACTED]<br>[REDACTED]<br>[REDACTED] |
|   | [REDACTED]<br>[REDACTED]               |
|   | [REDACTED]                             |

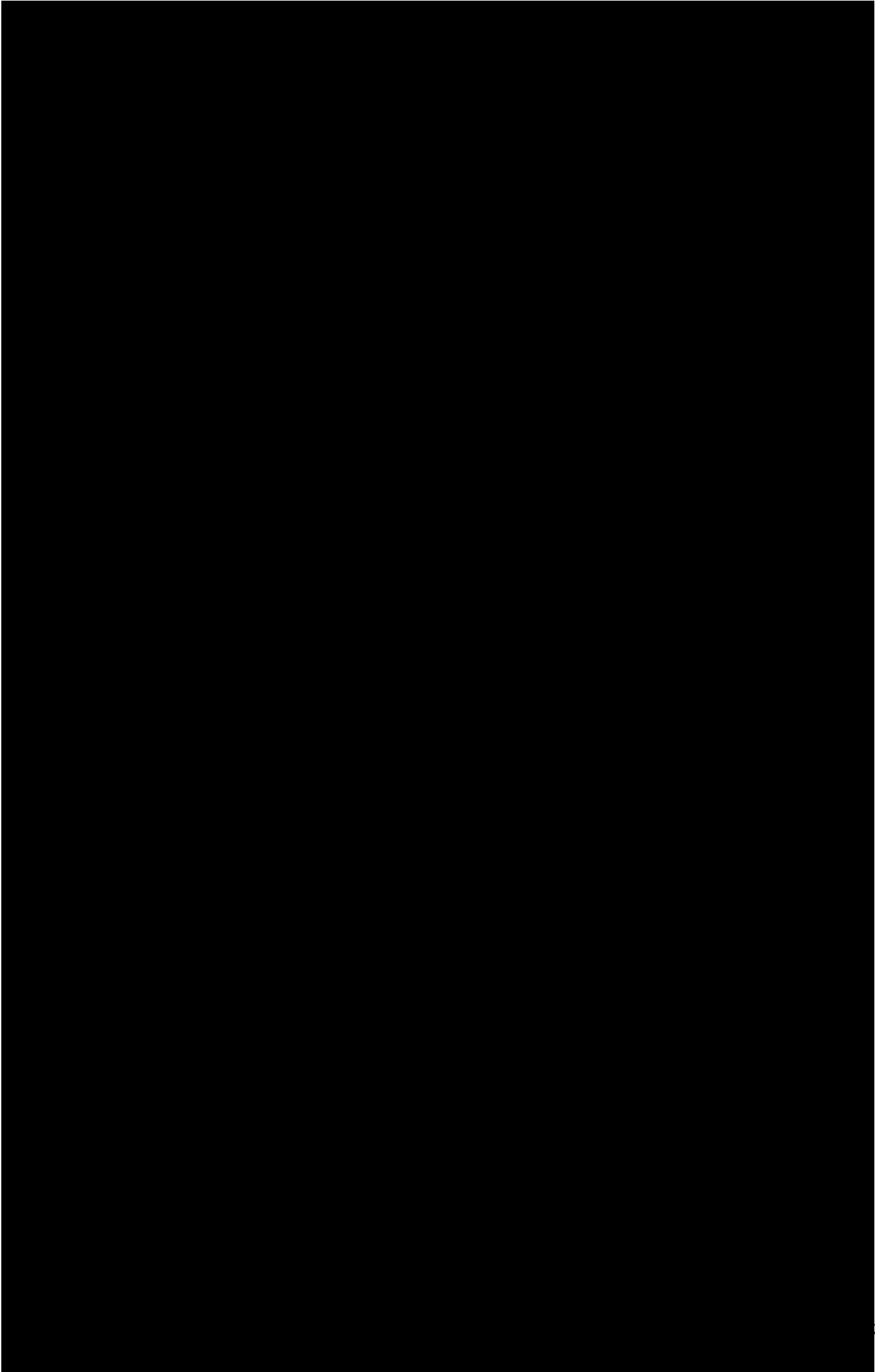
[illegible]

3

|  |                   |
|--|-------------------|
| <p>[REDACTED]</p> <p>[REDACTED] [REDACTED]</p> | <p>[REDACTED]</p> |
| <p>[REDACTED]</p>                              |                   |

|                   |                   |
|-------------------|-------------------|
| <p>[REDACTED]</p> | <p>[REDACTED]</p> |
| <p>[REDACTED]</p> | <p>[REDACTED]</p> |

[illegible]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

|                  | [REDACTED] | [REDACTED] |
|------------------|------------|------------|
| Management       | [REDACTED] | [REDACTED] |
| Digital Studio   | [REDACTED] | [REDACTED] |
| Technical & Test | [REDACTED] | [REDACTED] |

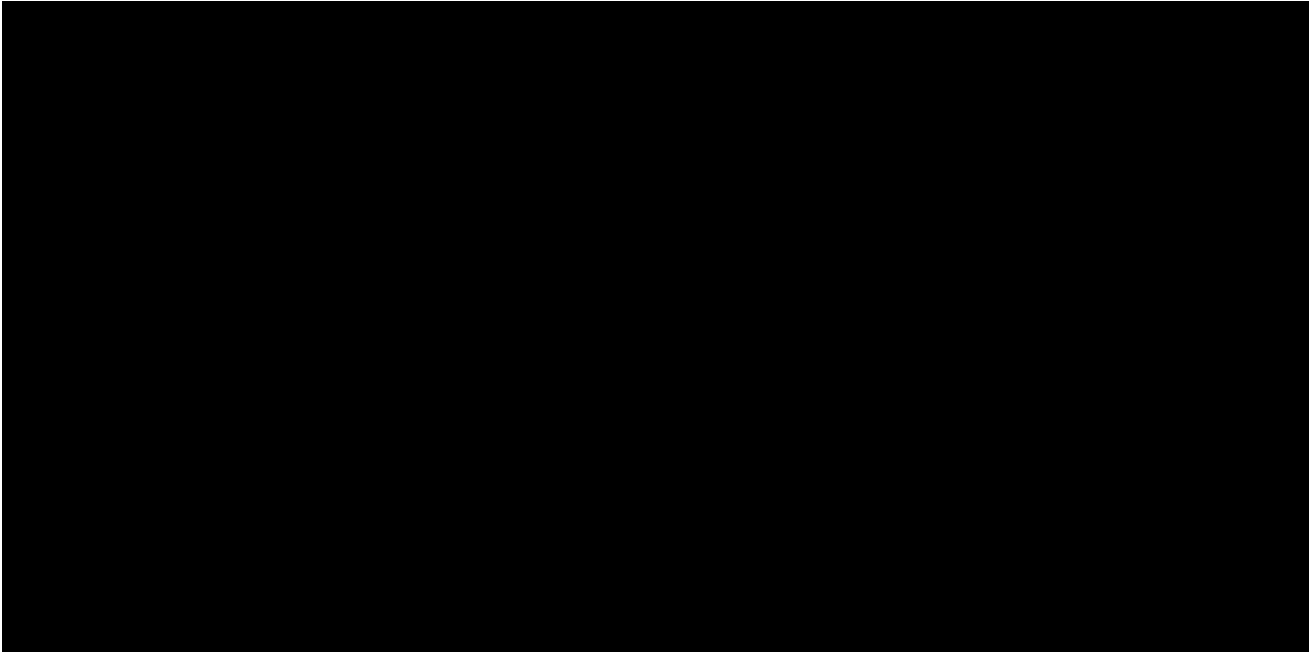
A large black rectangular area, likely a redacted image or a placeholder for content.

\_\_\_\_\_

\_\_\_\_\_

114





r

|            |            |
|------------|------------|
| [Redacted] |            |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |

|            |            |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

[REDACTED]

|            |            |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

and improvement, and vendor & third-party risk management.

\_\_\_\_\_

[illegible][illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

\_\_\_\_\_

\_\_\_\_\_

[REDACTED]

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| <div> <div></div> <div></div> </div> | <div> <div></div> <div></div> </div> |
| <div> <div></div> <div></div> </div> | <div> <div></div> <div></div> </div> |
| <div> <div></div> <div></div> </div> | <div> <div></div> <div></div> </div> |
| <div> <div></div> <div></div> </div> | <div> <div></div> <div></div> </div> |

[REDACTED]

[REDACTED]

[REDACTED]

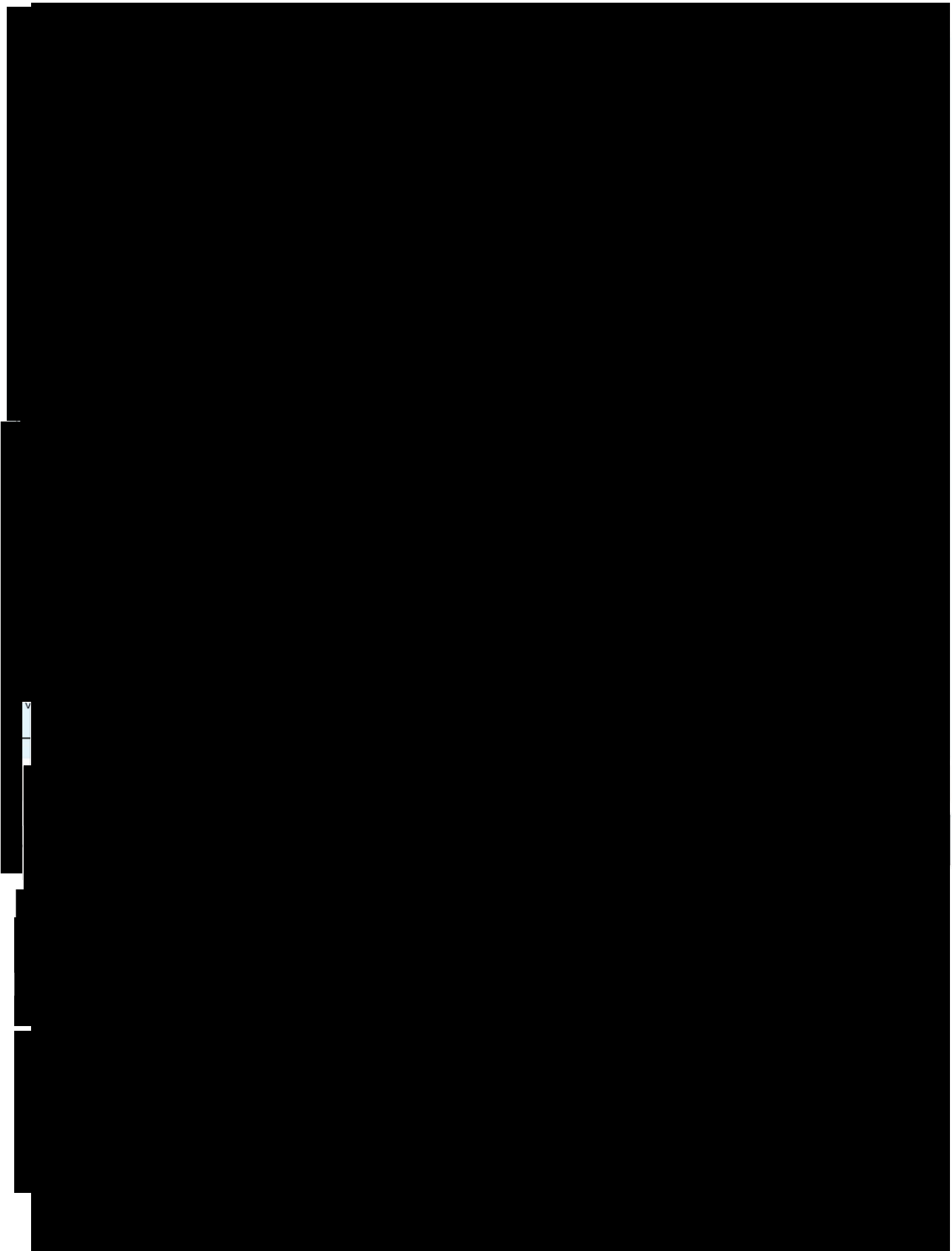
[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]



| Date |     | Time |     | Location |     | Weather |     | Wind |     | Sea |     | Visibility |     | Remarks |     |
|------|-----|------|-----|----------|-----|---------|-----|------|-----|-----|-----|------------|-----|---------|-----|
| 1    | 2   | 3    | 4   | 5        | 6   | 7       | 8   | 9    | 10  | 11  | 12  | 13         | 14  | 15      | 16  |
| 17   | 18  | 19   | 20  | 21       | 22  | 23      | 24  | 25   | 26  | 27  | 28  | 29         | 30  | 31      | 32  |
| 33   | 34  | 35   | 36  | 37       | 38  | 39      | 40  | 41   | 42  | 43  | 44  | 45         | 46  | 47      | 48  |
| 49   | 50  | 51   | 52  | 53       | 54  | 55      | 56  | 57   | 58  | 59  | 60  | 61         | 62  | 63      | 64  |
| 65   | 66  | 67   | 68  | 69       | 70  | 71      | 72  | 73   | 74  | 75  | 76  | 77         | 78  | 79      | 80  |
| 81   | 82  | 83   | 84  | 85       | 86  | 87      | 88  | 89   | 90  | 91  | 92  | 93         | 94  | 95      | 96  |
| 97   | 98  | 99   | 100 | 101      | 102 | 103     | 104 | 105  | 106 | 107 | 108 | 109        | 110 | 111     | 112 |
| 113  | 114 | 115  | 116 | 117      | 118 | 119     | 120 | 121  | 122 | 123 | 124 | 125        | 126 | 127     | 128 |
| 129  | 130 | 131  | 132 | 133      | 134 | 135     | 136 | 137  | 138 | 139 | 140 | 141        | 142 | 143     | 144 |
| 145  | 146 | 147  | 148 | 149      | 150 | 151     | 152 | 153  | 154 | 155 | 156 | 157        | 158 | 159     | 160 |
| 161  | 162 | 163  | 164 | 165      | 166 | 167     | 168 | 169  | 170 | 171 | 172 | 173        | 174 | 175     | 176 |
| 177  | 178 | 179  | 180 | 181      | 182 | 183     | 184 | 185  | 186 | 187 | 188 | 189        | 190 | 191     | 192 |
| 193  | 194 | 195  | 196 | 197      | 198 | 199     | 200 | 201  | 202 | 203 | 204 | 205        | 206 | 207     | 208 |
| 209  | 210 | 211  | 212 | 213      | 214 | 215     | 216 | 217  | 218 | 219 | 220 | 221        | 222 | 223     | 224 |
| 225  | 226 | 227  | 228 | 229      | 230 | 231     | 232 | 233  | 234 | 235 | 236 | 237        | 238 | 239     | 240 |
| 241  | 242 | 243  | 244 | 245      | 246 | 247     | 248 | 249  | 250 | 251 | 252 | 253        | 254 | 255     | 256 |
| 257  | 258 | 259  | 260 | 261      | 262 | 263     | 264 | 265  | 266 | 267 | 268 | 269        | 270 | 271     | 272 |
| 273  | 274 | 275  | 276 | 277      | 278 | 279     | 280 | 281  | 282 | 283 | 284 | 285        | 286 | 287     | 288 |
| 289  | 290 | 291  | 292 | 293      | 294 | 295     | 296 | 297  | 298 | 299 | 300 | 301        | 302 | 303     | 304 |
| 305  | 306 | 307  | 308 | 309      | 310 | 311     | 312 | 313  | 314 | 315 | 316 | 317        | 318 | 319     | 320 |
| 321  | 322 | 323  | 324 | 325      | 326 | 327     | 328 | 329  | 330 | 331 | 332 | 333        | 334 | 335     | 336 |
| 337  | 338 | 339  | 340 | 341      | 342 | 343     | 344 | 345  | 346 | 347 | 348 | 349        | 350 | 351     | 352 |
| 353  | 354 | 355  | 356 | 357      | 358 | 359     | 360 | 361  | 362 | 363 | 364 | 365        | 366 | 367     | 368 |
| 369  | 370 | 371  | 372 | 373      | 374 | 375     | 376 | 377  | 378 | 379 | 380 | 381        | 382 | 383     | 384 |
| 385  | 386 | 387  | 388 | 389      | 390 | 391     | 392 | 393  | 394 | 395 | 396 | 397        | 398 | 399     | 400 |
| 401  | 402 | 403  | 404 | 405      | 406 | 407     | 408 | 409  | 410 | 411 | 412 | 413        | 414 | 415     | 416 |
| 417  | 418 | 419  | 420 | 421      | 422 | 423     | 424 | 425  | 426 | 427 | 428 | 429        | 430 | 431     | 432 |
| 433  | 434 | 4    |     |          |     |         |     |      |     |     |     |            |     |         |     |

[illegible]

The image displays a highly detailed, abstract black and white pattern. It features a central vertical line that divides the composition into two main sections. The left section is characterized by a series of horizontal bands of varying widths, some of which are filled with a dense, textured pattern. The right section is more complex, with a large, irregularly shaped area that appears to be a stylized architectural or mechanical drawing. The overall effect is one of intricate detail and high contrast, with the black areas dominating the composition.

[illegible]

[illegible][illegible]

[REDACTED]

[illegible][illegible]

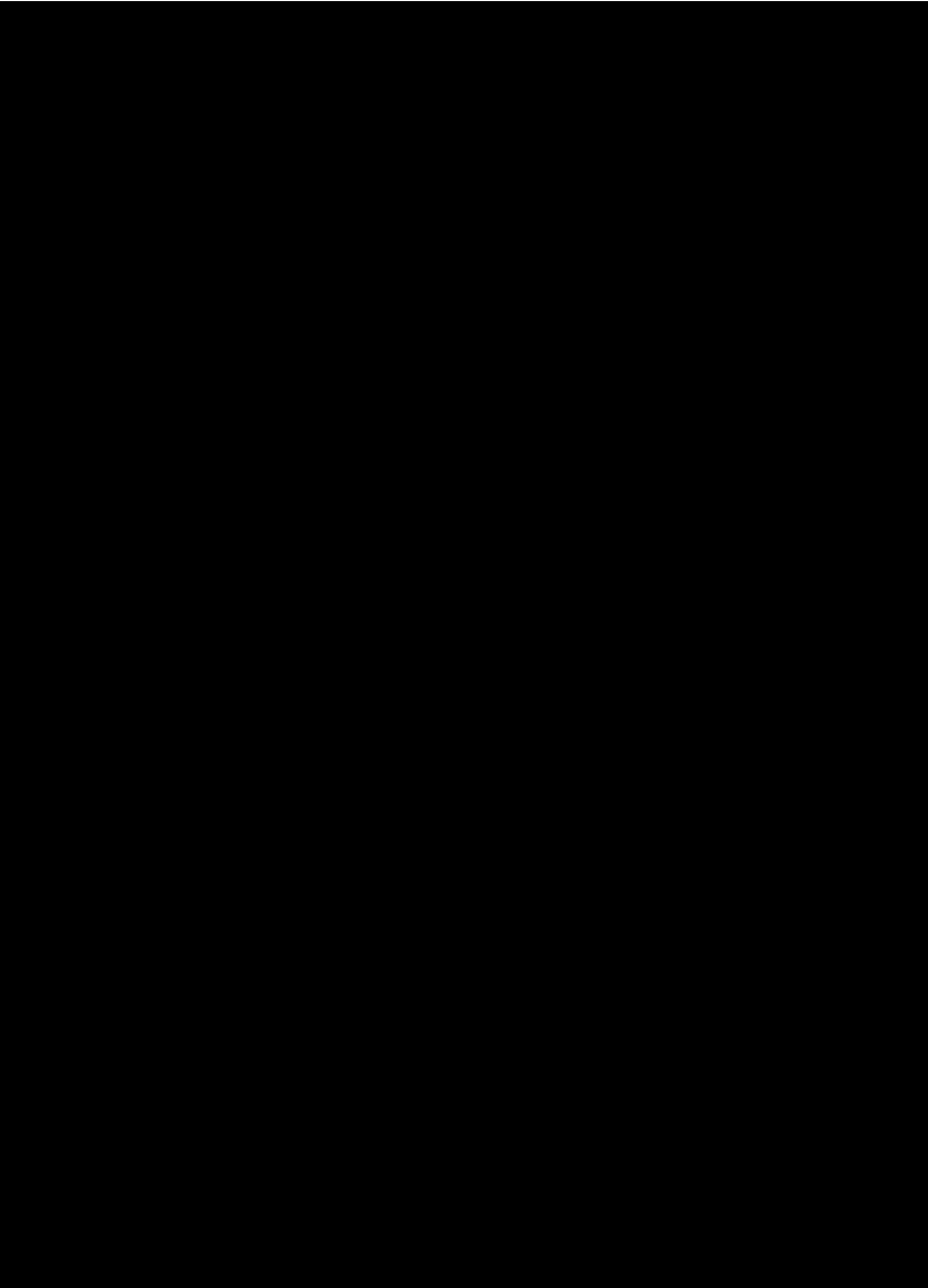
[illegible]



[illegible]

\_\_\_\_\_

\_\_\_\_\_





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref: RM1043.8

Crown Copyright 2022

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref: RM1043.8

Crown Copyright 2022

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Framework Ref: [Redacted]

[Redacted]

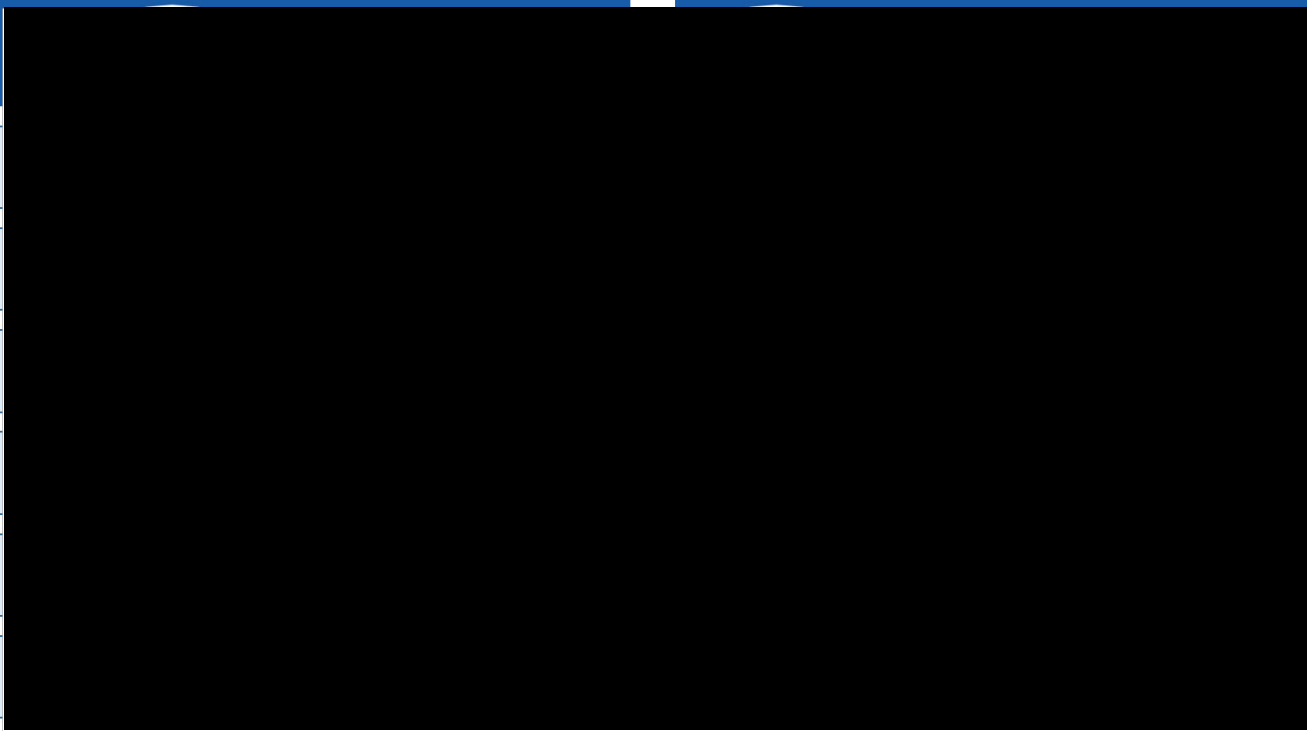
**Call-Off Schedule 4 (Call-Off Tender)**  
Call-Off Ref: RM1043.8  
Crown Copyright 2022

[Redacted]

[Redacted]

[Redacted]

[Redacted]



\_\_\_\_\_

\_\_\_\_\_

[REDACTED]

\_\_\_\_\_

[illegible]

11

\_\_\_\_\_



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

principles.

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- | [Redacted]
- | [Redacted]

[Redacted]

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref: RM1043.8

Crown Copyright 2022

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref: RM1043.8

Crown Copyright 2022

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

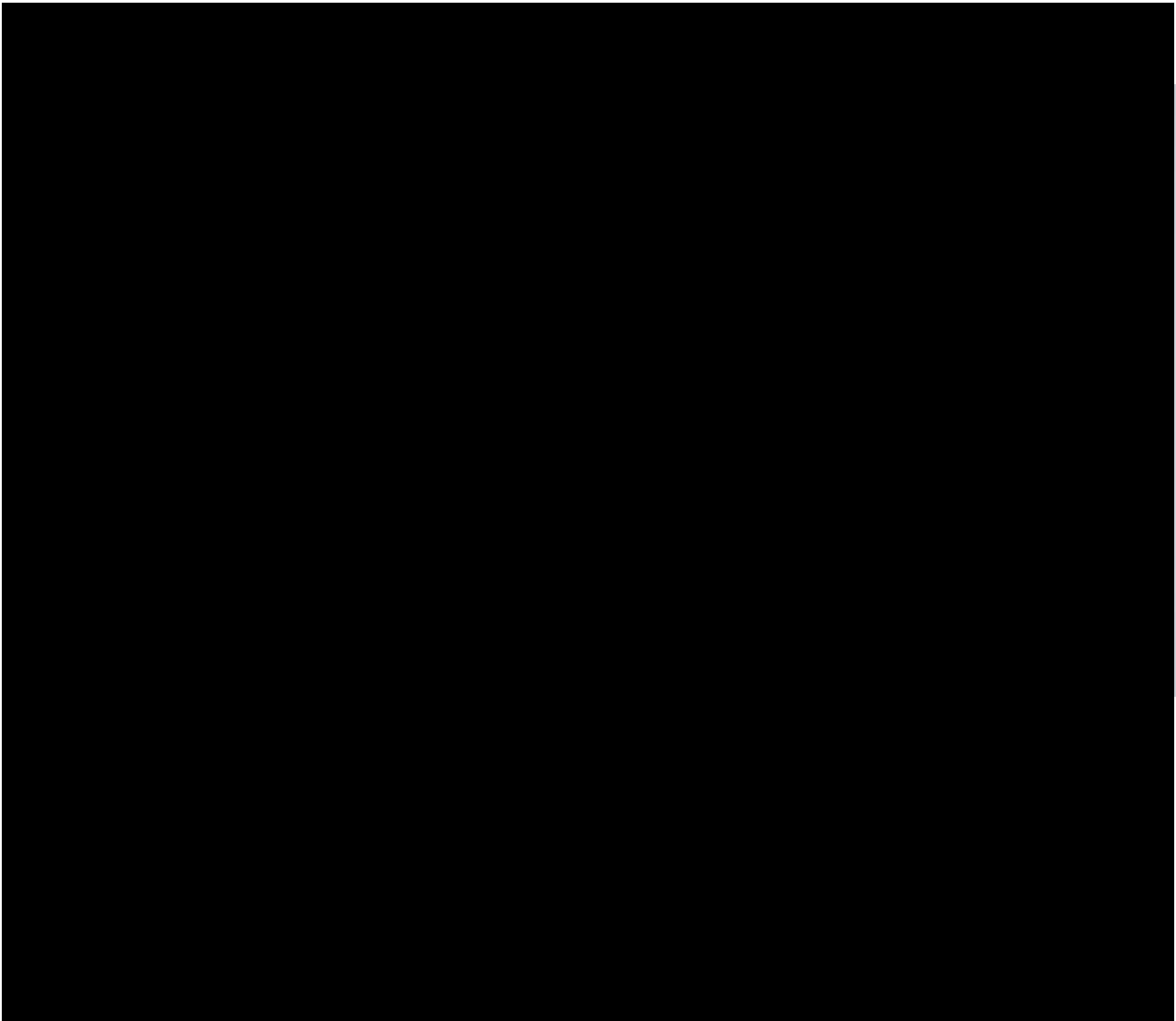
[Redacted]

[Redacted]

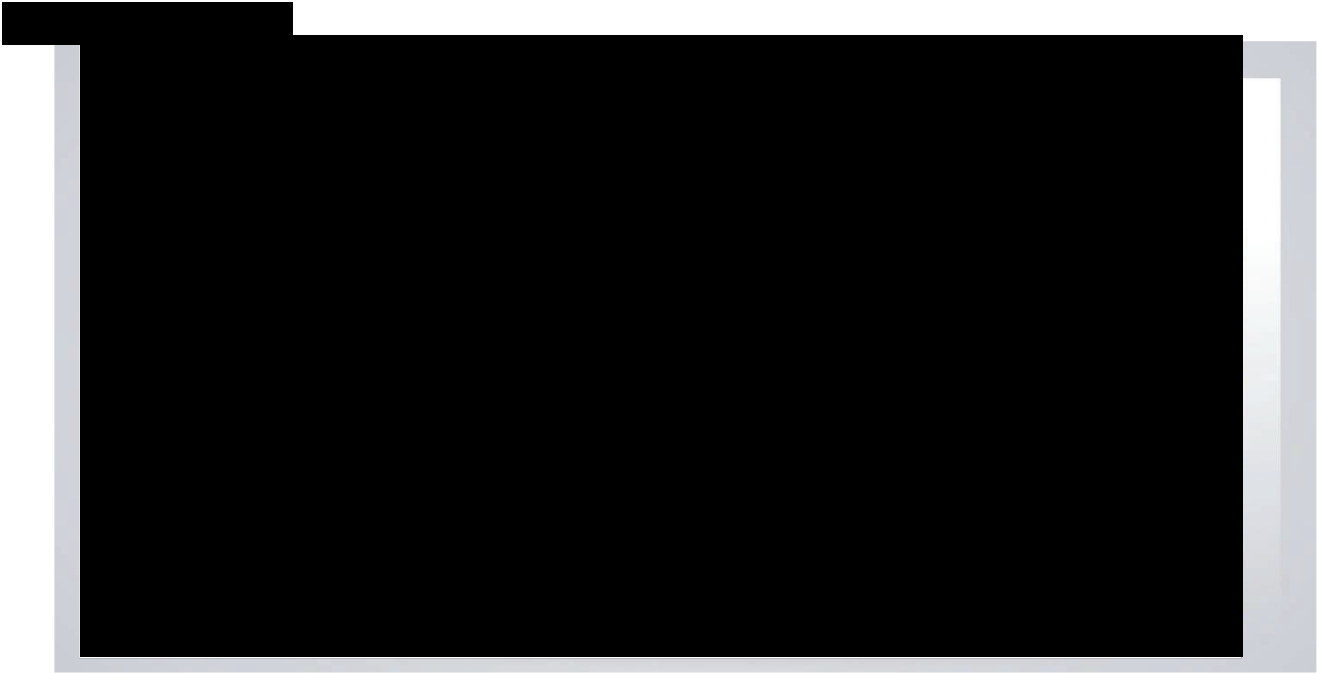
[Redacted]

[Redacted]

**Call-Off Schedule 4 (Call-Off Tender)**  
Call-Off Ref: RM1043.8  
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**  
Call-Off Ref: RM1043.8



[Redacted text block containing multiple lines of obscured content]

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref: RM1043.8

Crown Copyright 2022

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Call-Off Schedule 4 (Call-Off Tender)**  
Call-Off Ref: RM1043.8  
Crown Copyright 2022

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Framework Ref: [Redacted]  
[Redacted]

[Redacted]



**Call-Off Schedule 4 (Call-Off Tender)**  
Call-Off Ref: RM1043.8

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

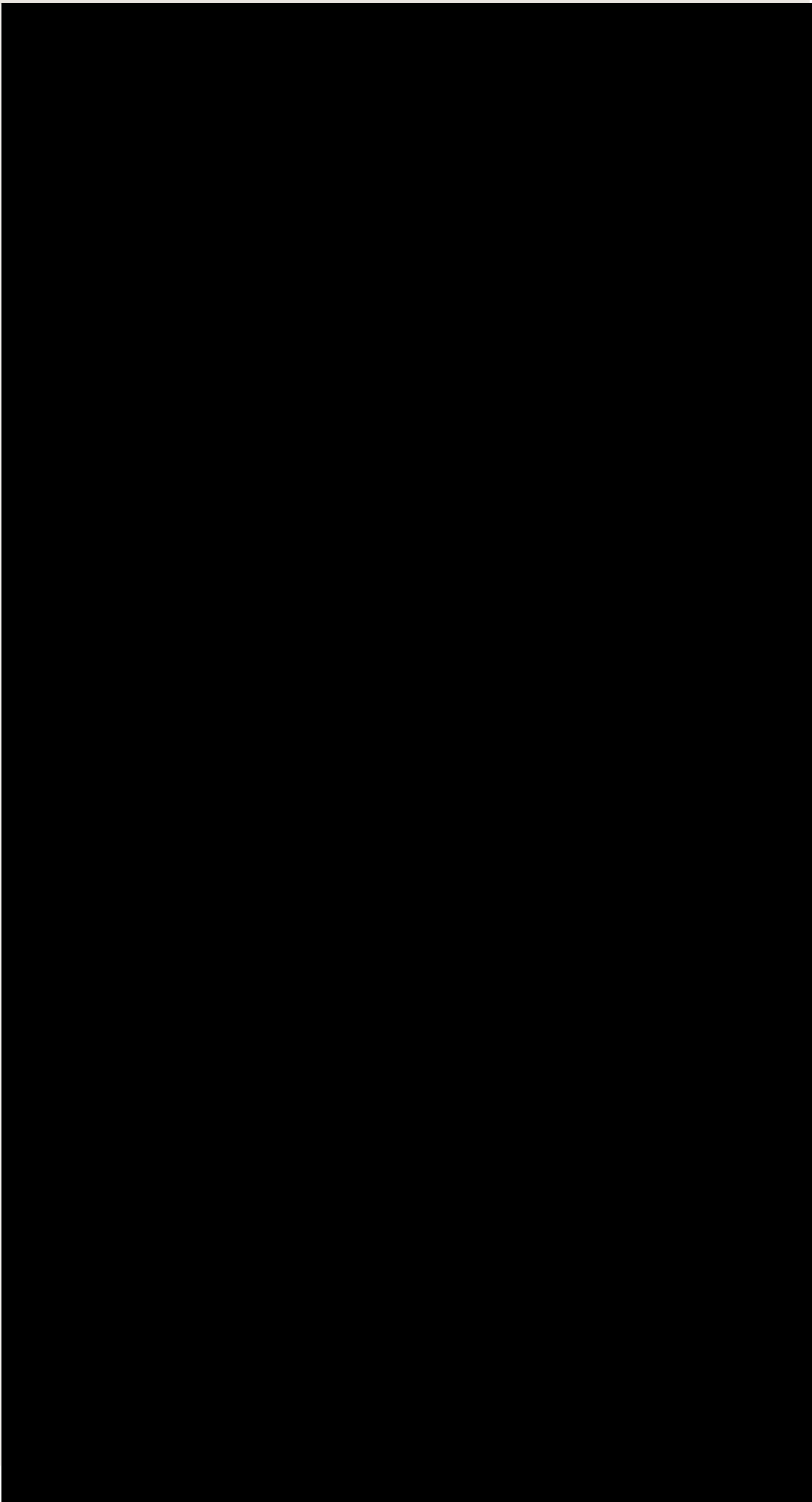
[Redacted]

[Redacted]

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

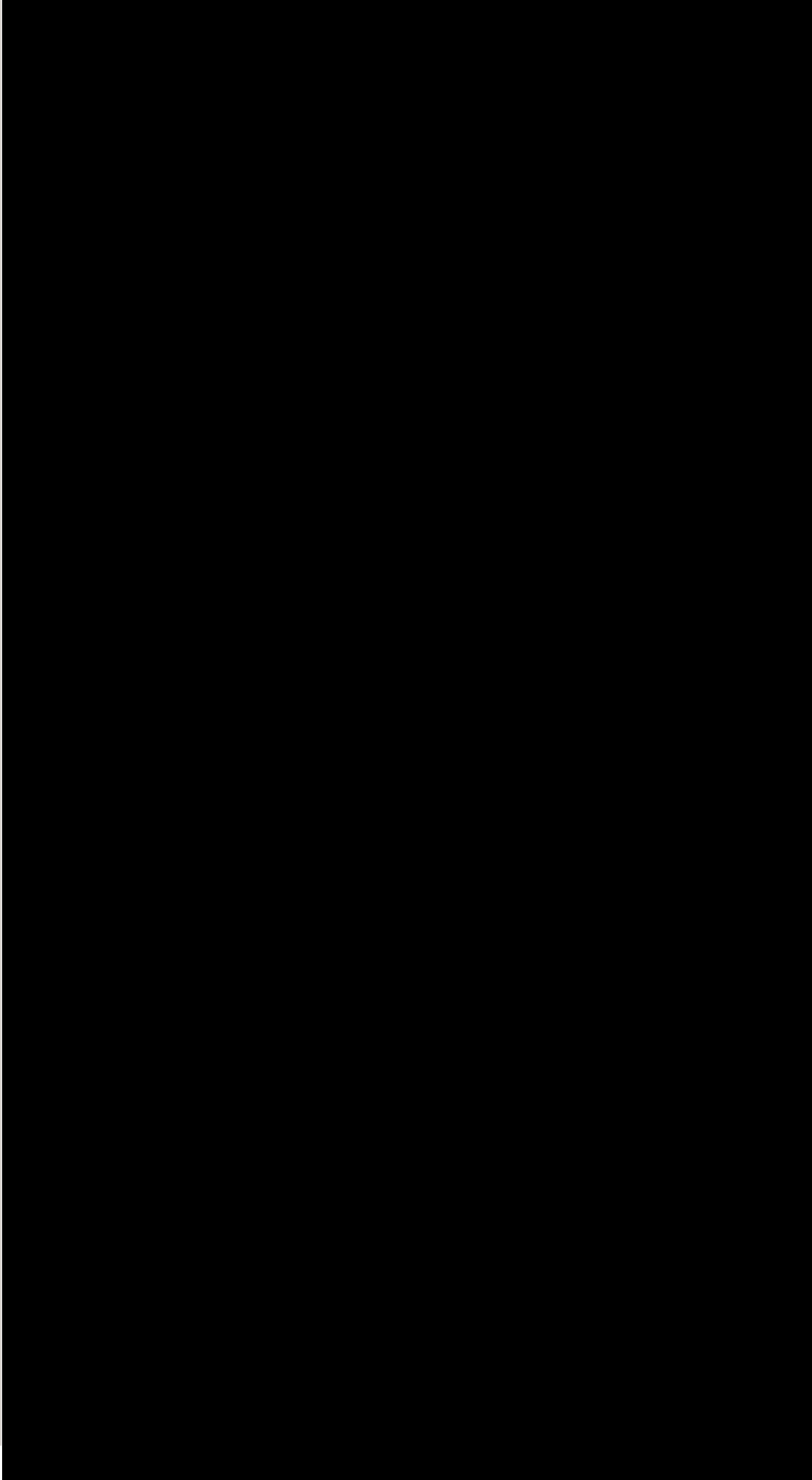
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

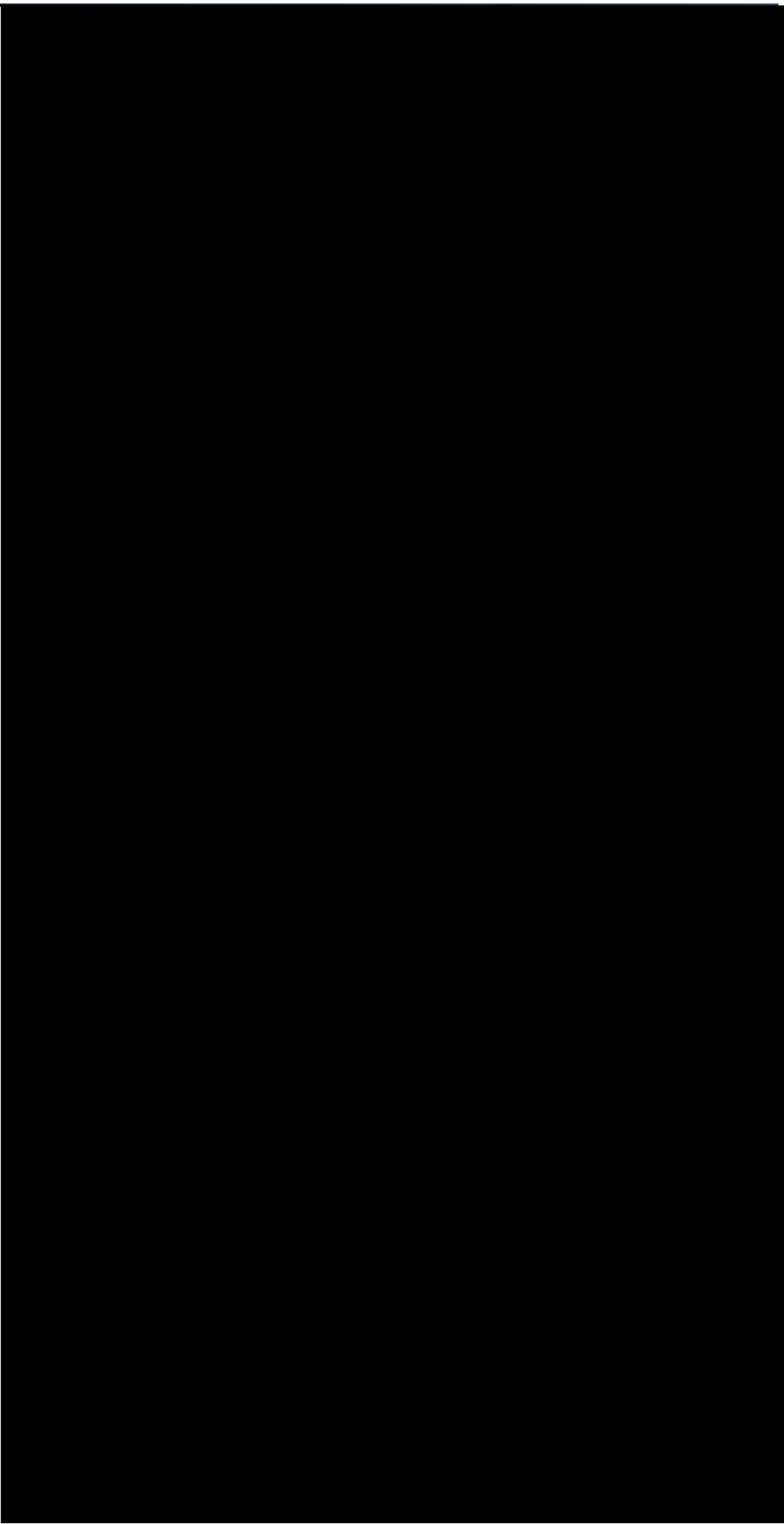
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

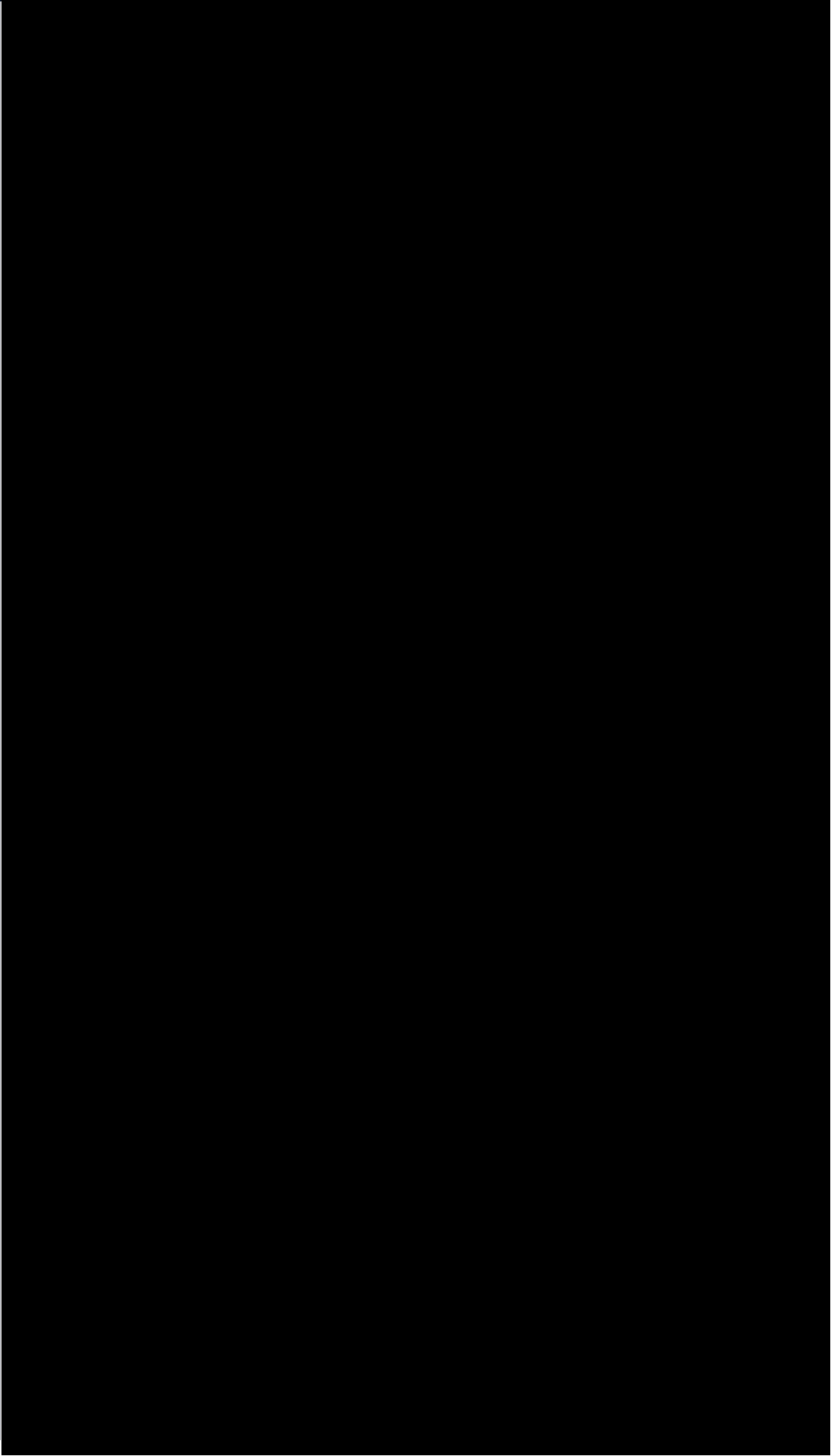
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

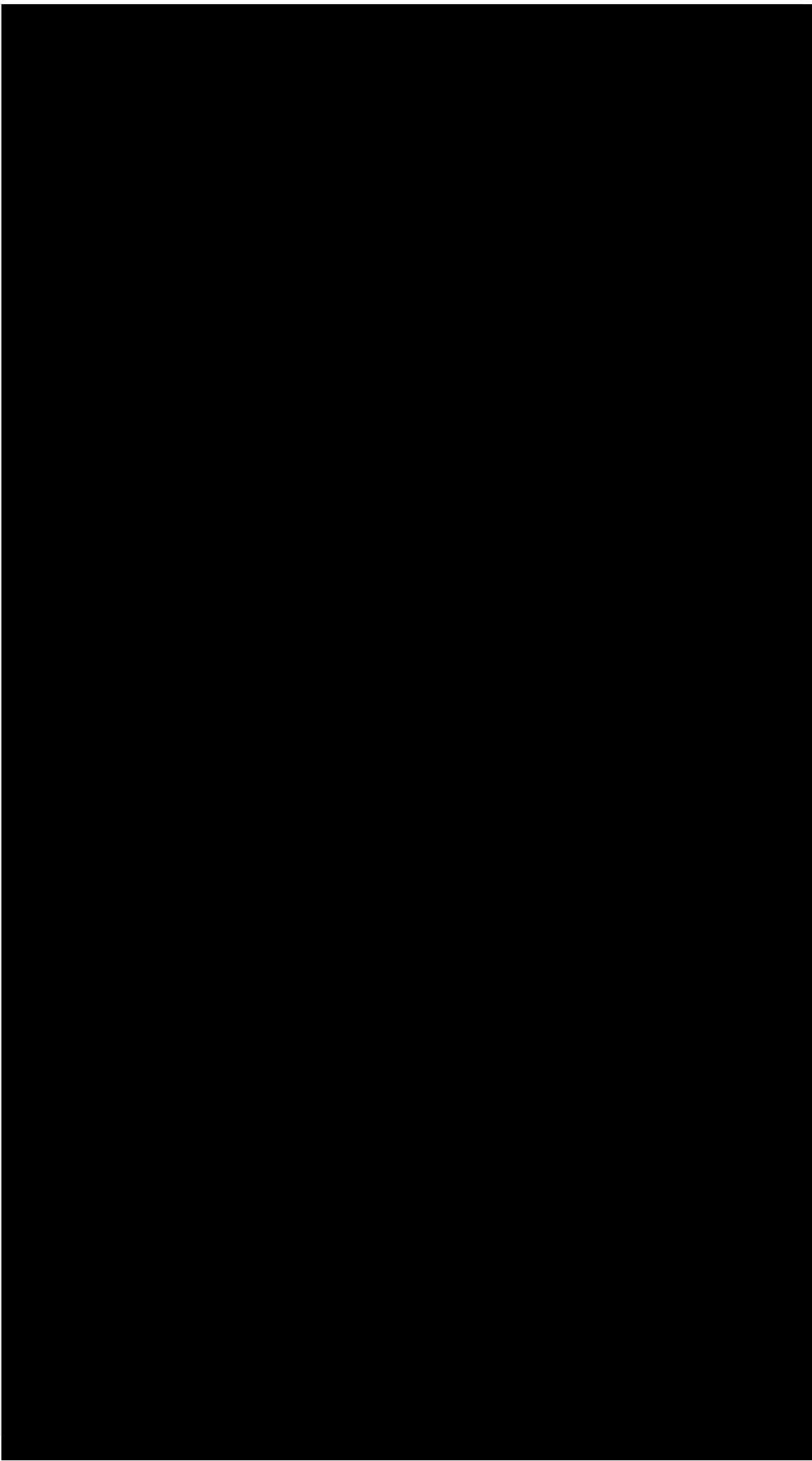
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022



Framework Ref: RM1043.8 Digital Outcomes 6

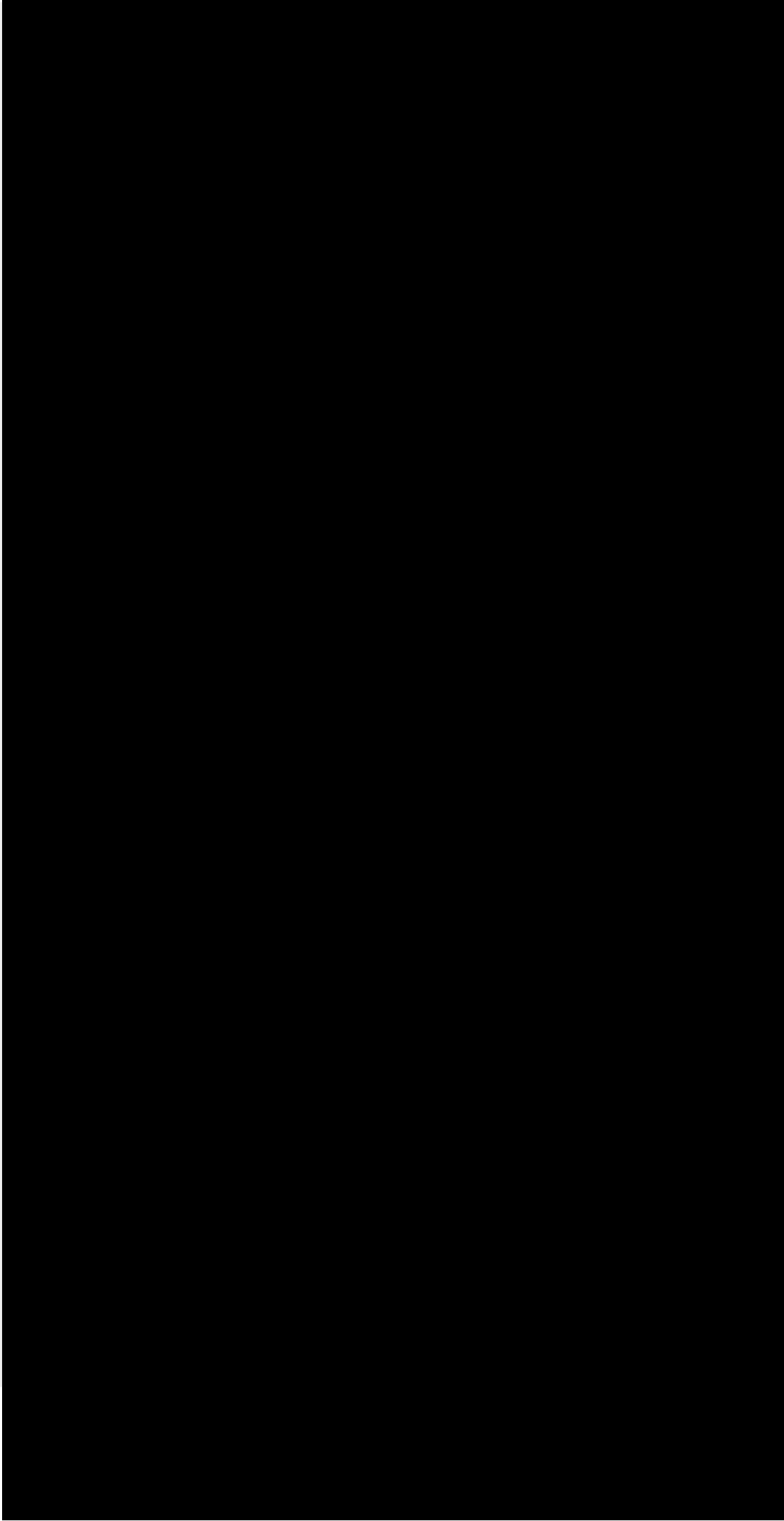
Project Version: v1.0

Model Version: v3.1

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

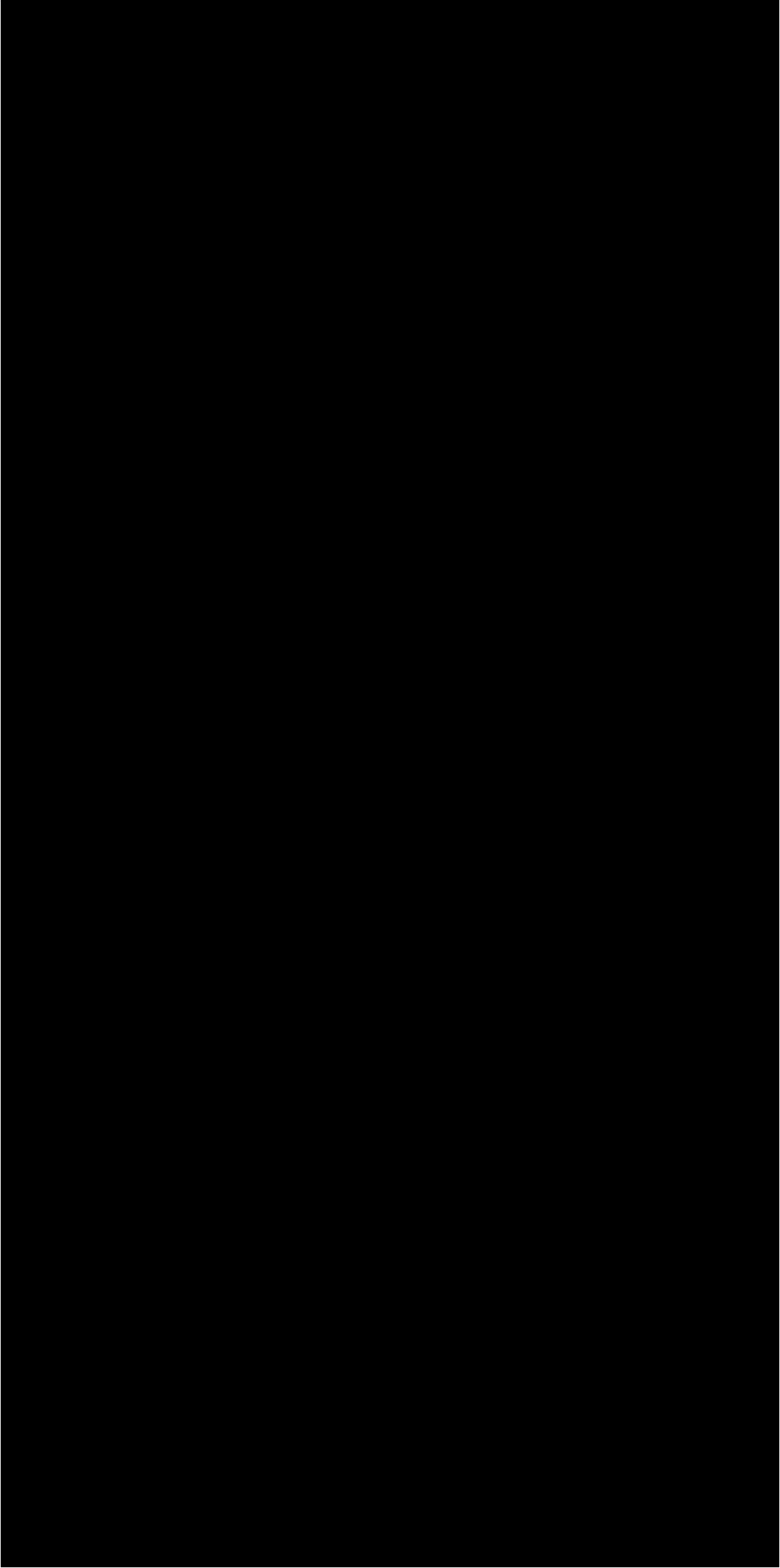
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022





**Call-Off Schedule 4 (Call-Off Tender)**

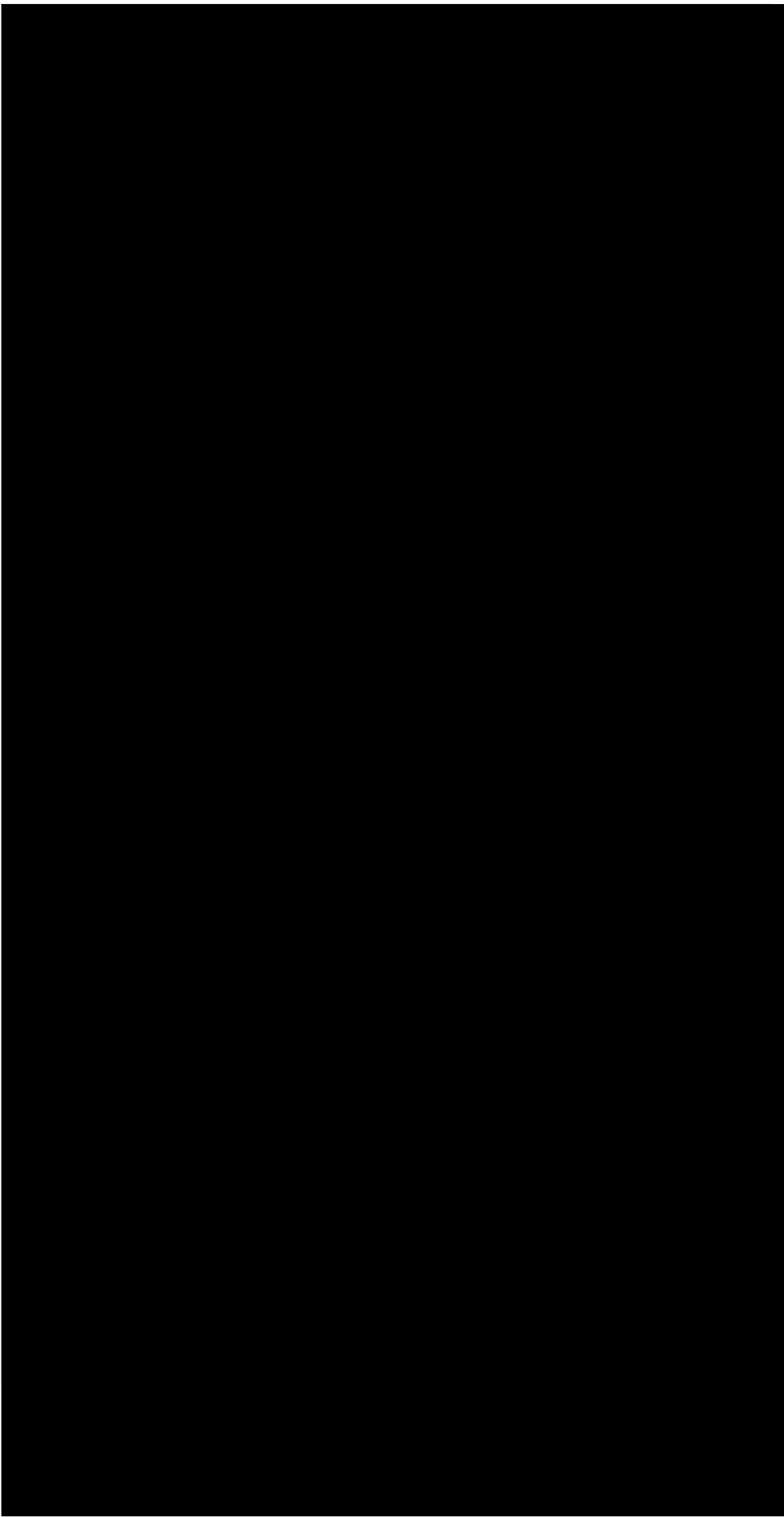
Call-Off Ref: RM1043.8

Crown Copyright 2022

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022



Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v1.0

Model Version: v3.1

**Call-Off Schedule 4 (Call-Off Tender)**

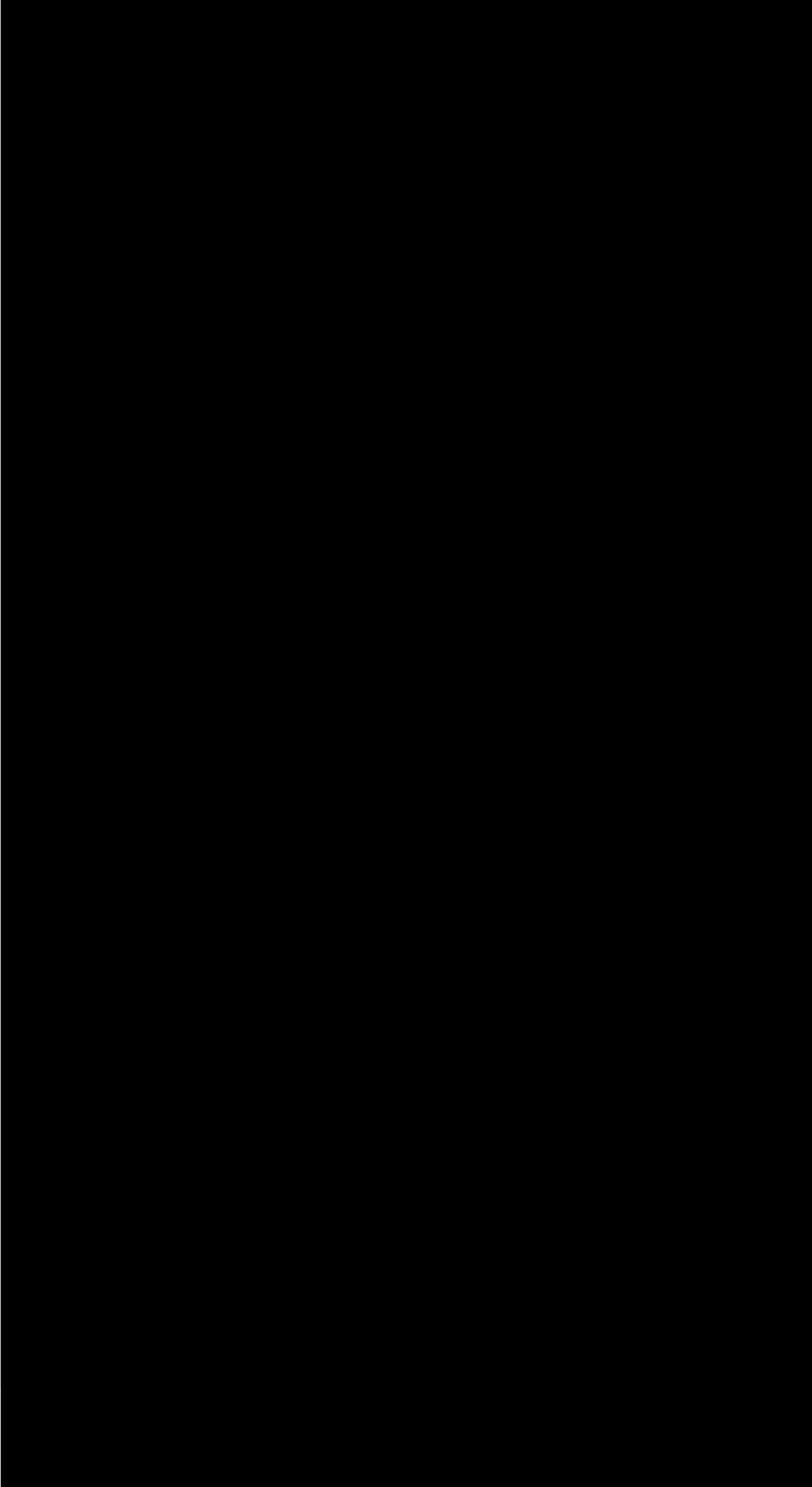
Call-Off Ref: RM1043.8

Crown Copyright 2022

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

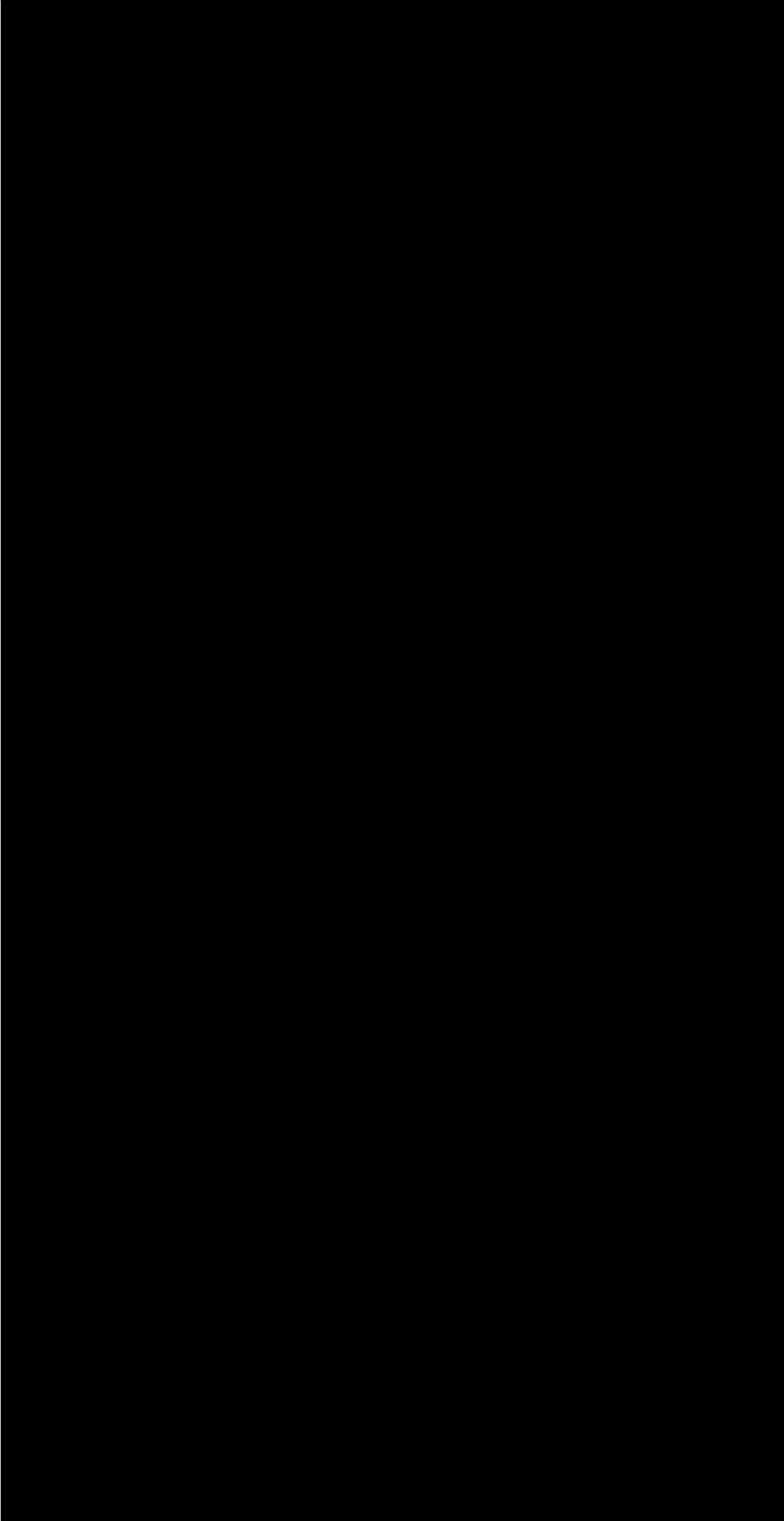
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

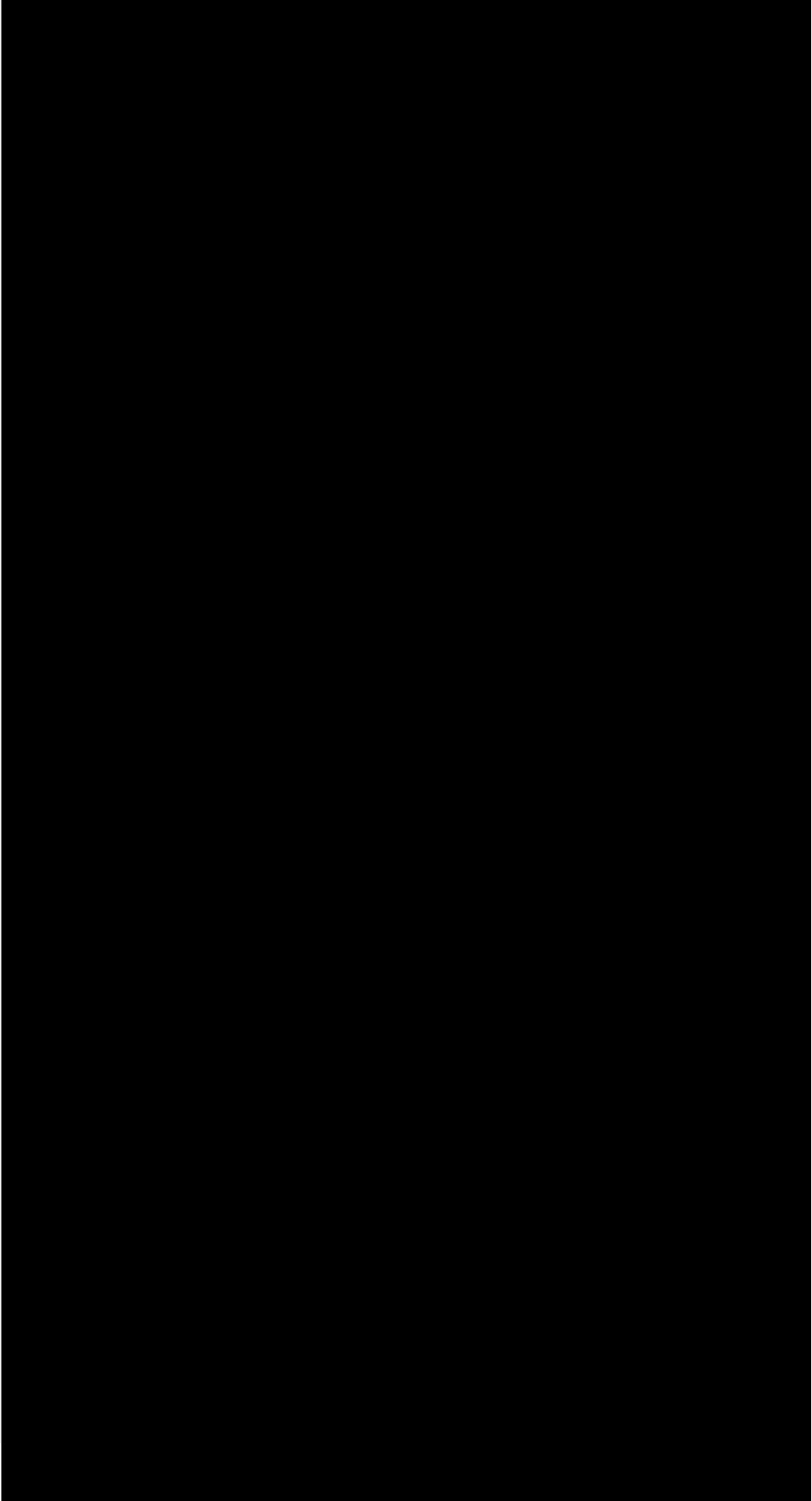
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

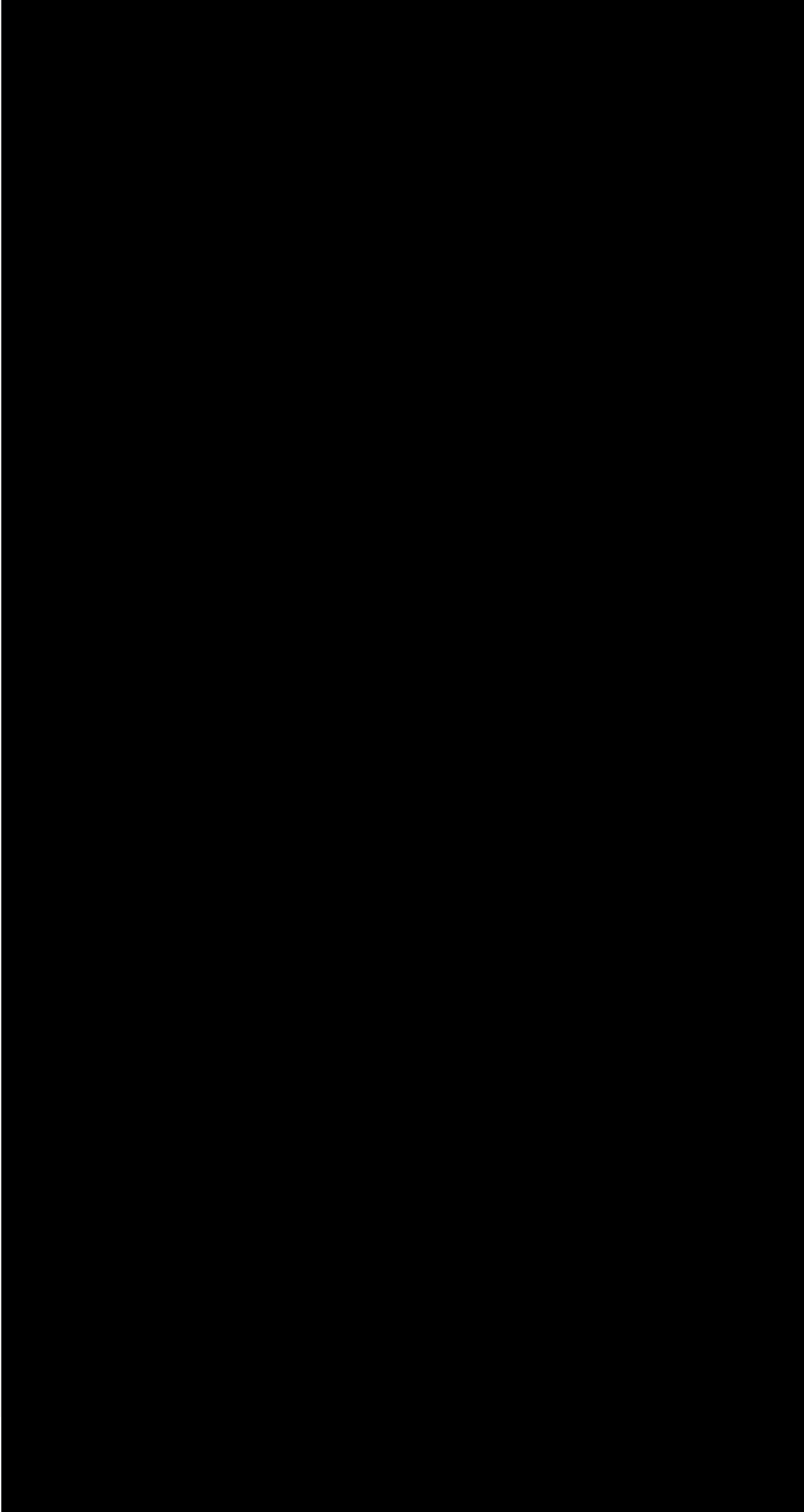
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

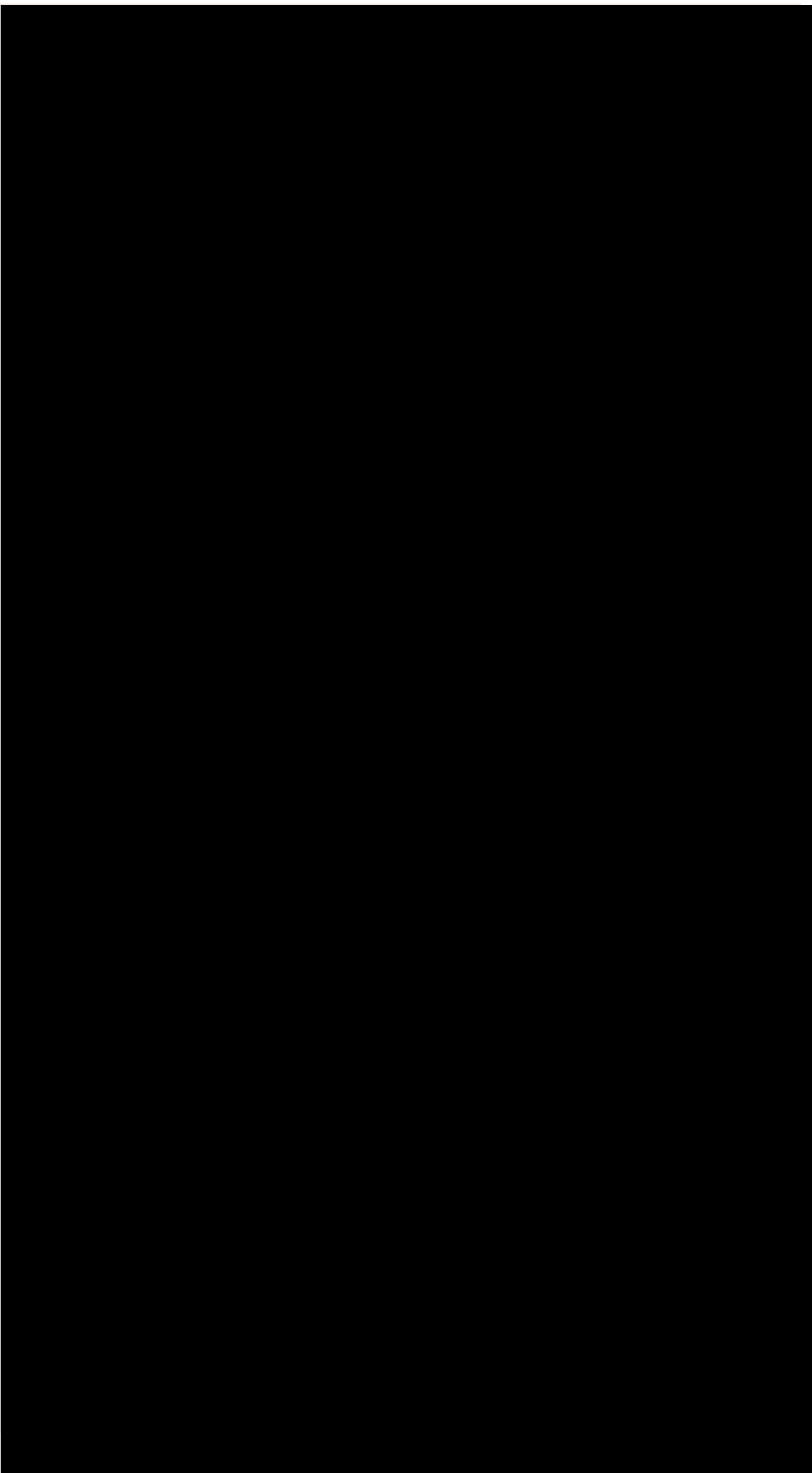
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

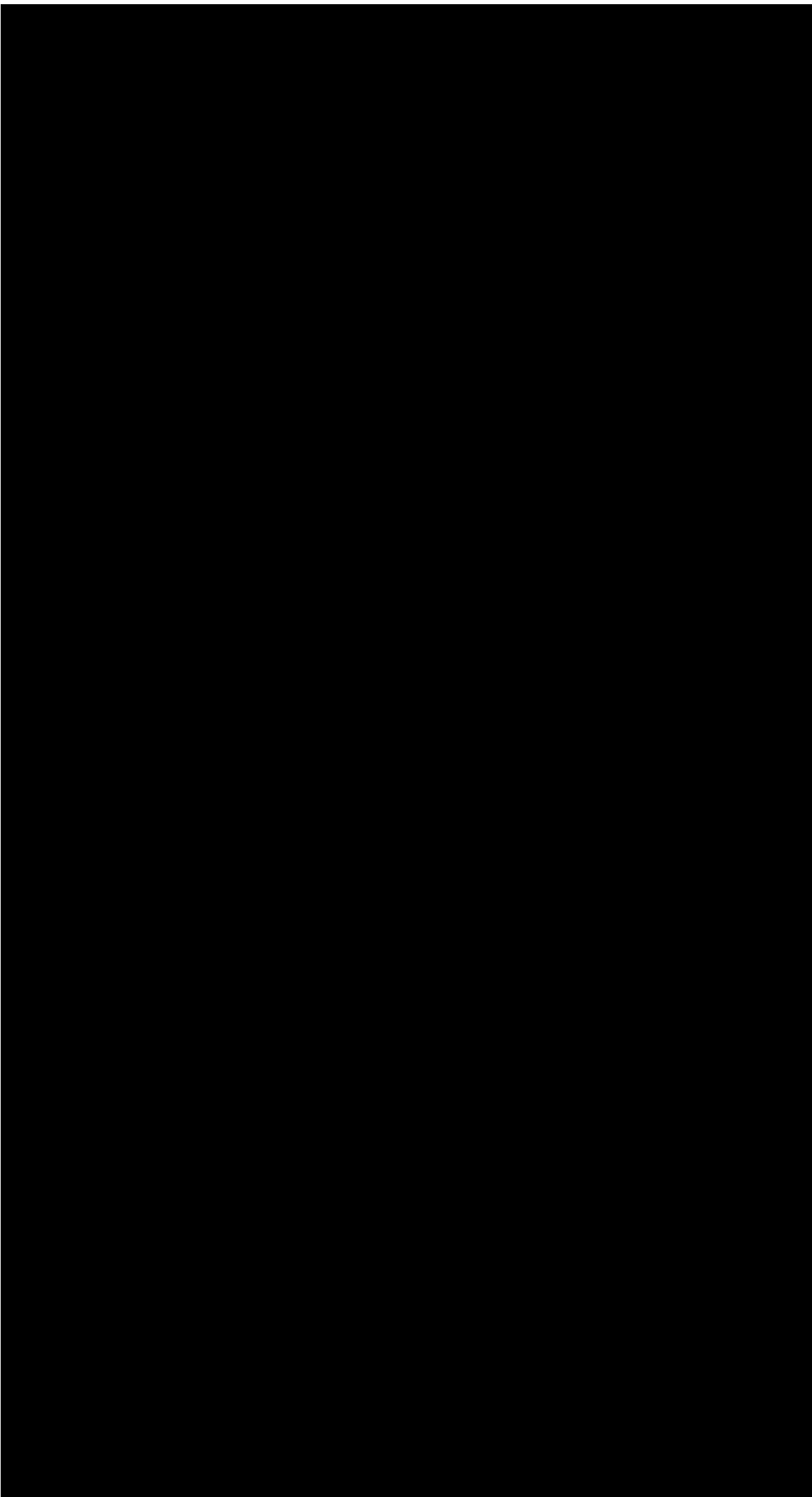




**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

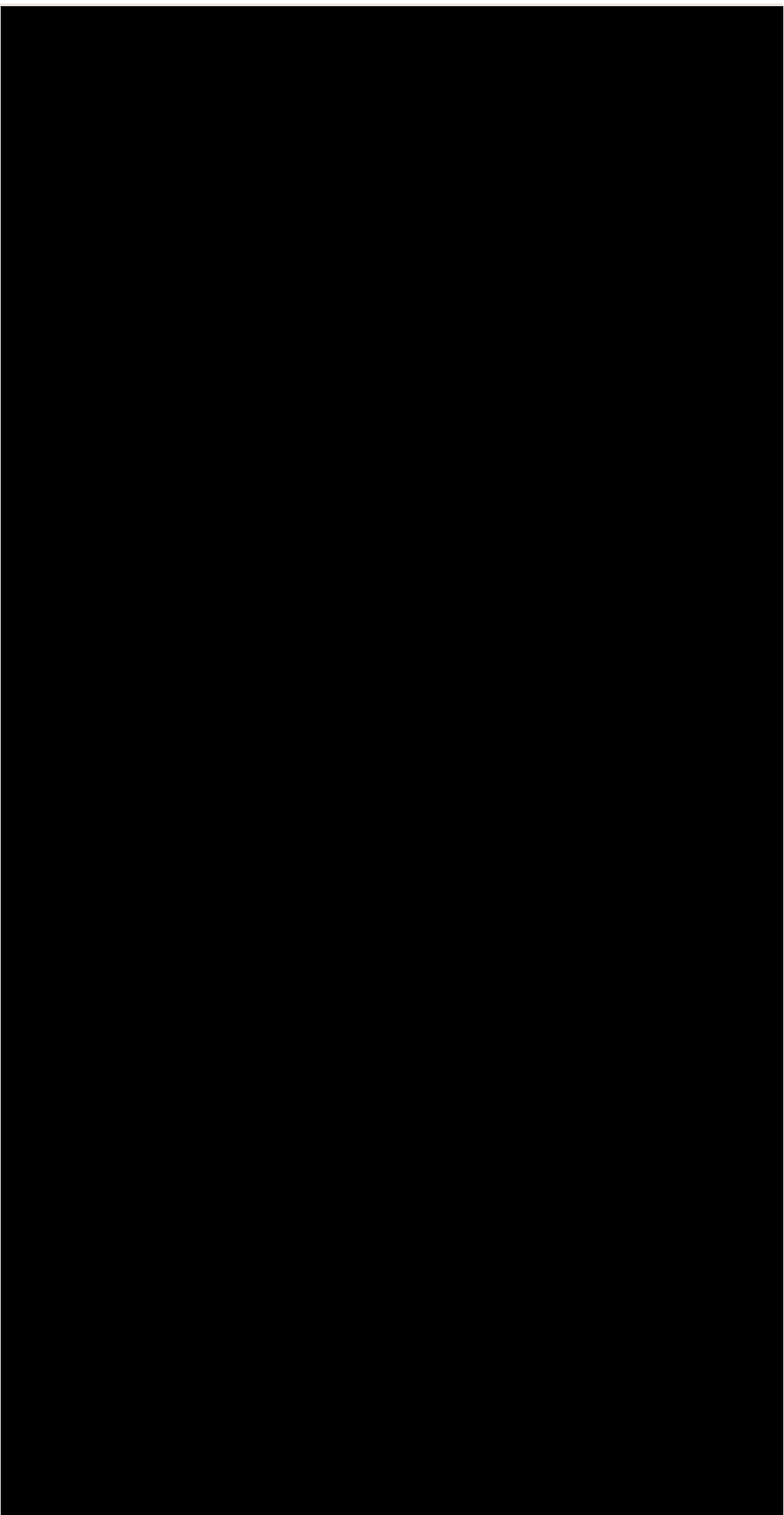
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022



Framework Ref: RM1043.8 Digital Outcomes 6

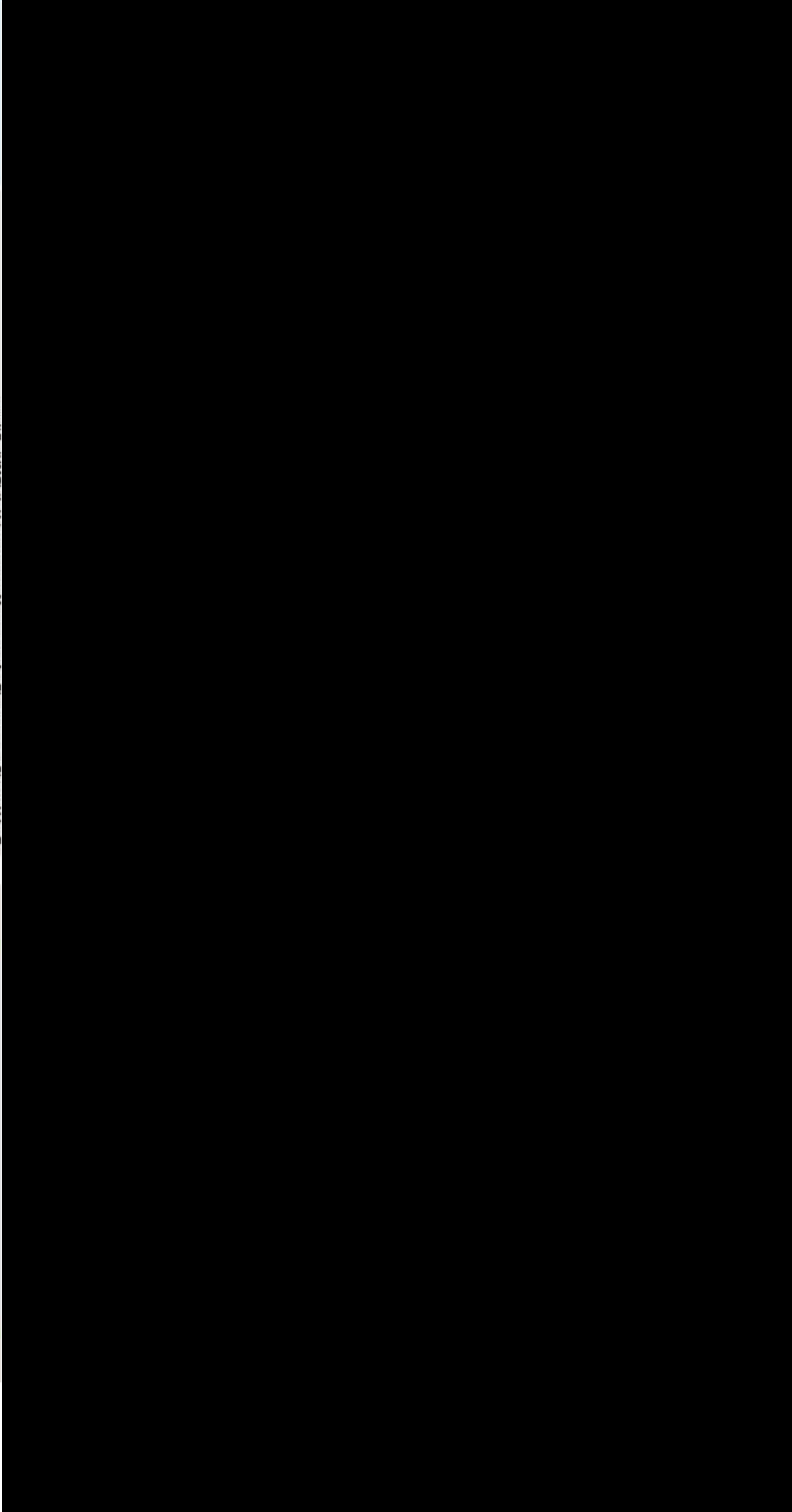
Project Version: v1.0

Model Version: v3.1

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022



Framework Ref: RM1043.8 Digital Outcomes 6

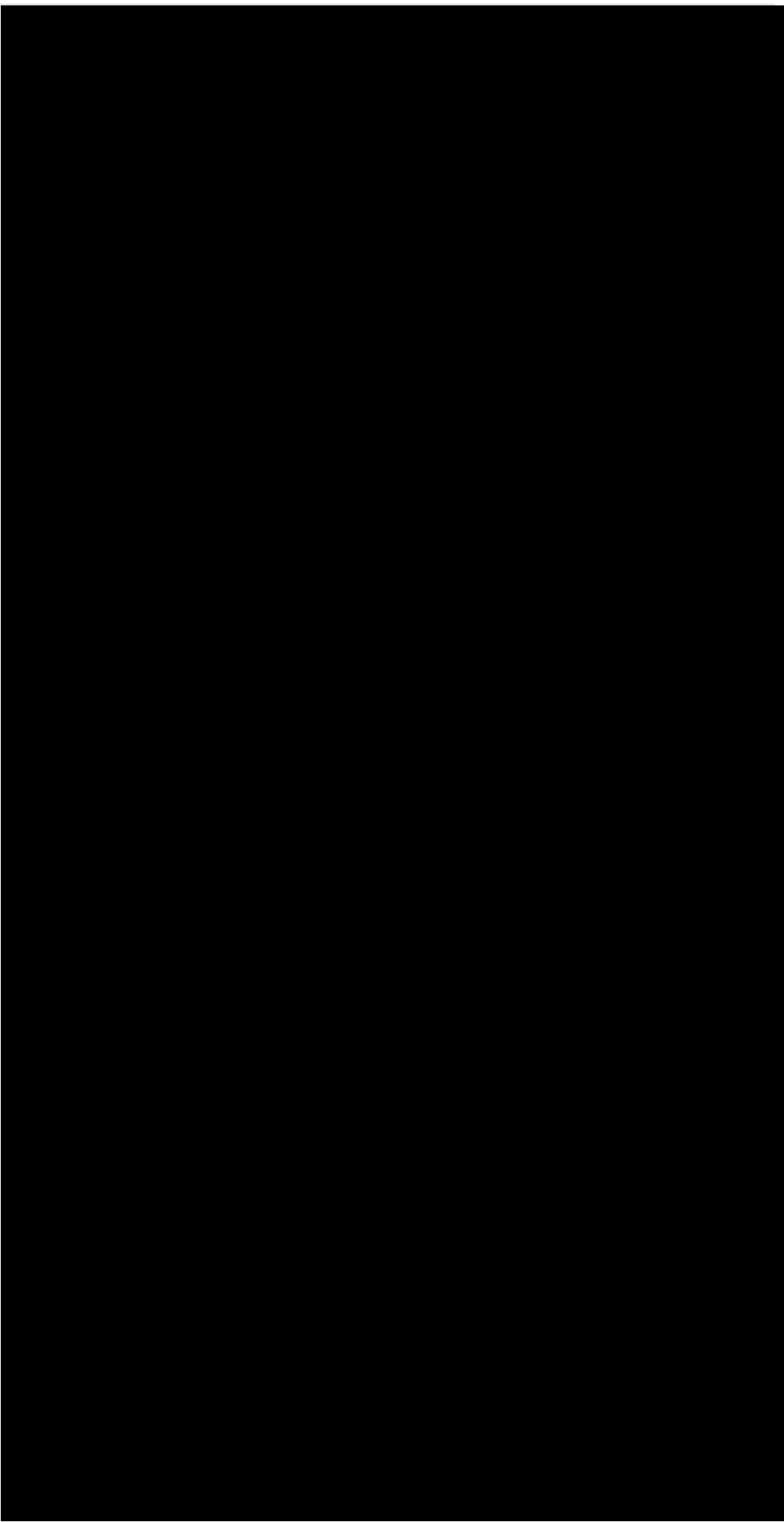
Project Version: v1.0

Model Version: v3.1

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

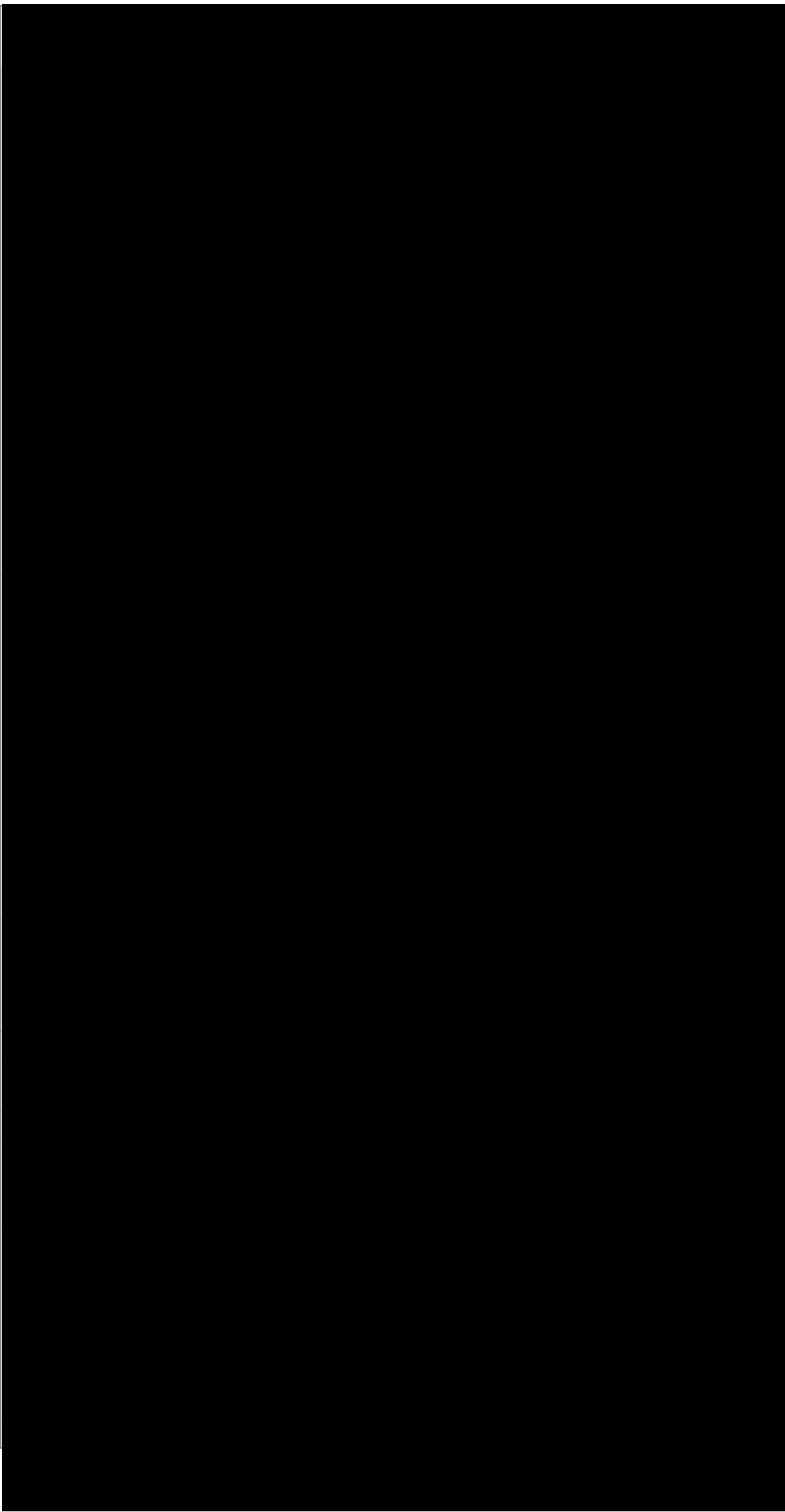
Crown Copyright 2022



**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

Crown Copyright 2022



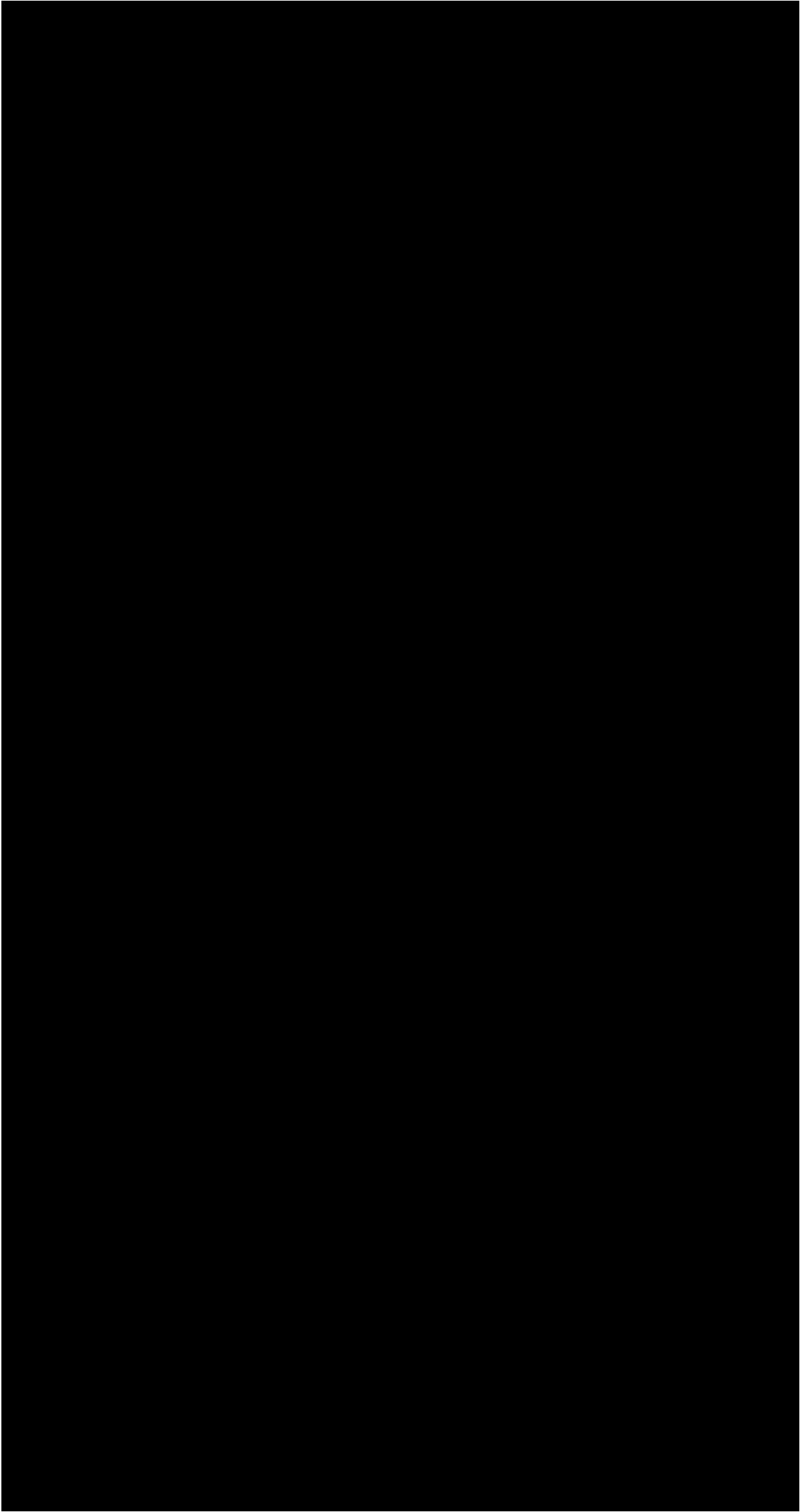
Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v1.0

Model Version: v3.1

**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8



**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**  
Call-Off Ref: RM1043.8  
Crown Copyright 2022

