

**Digital Outcomes and Specialists 5 (RM1043.7)**

**Call-Off Schedules**

Version 2

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# Call-Off Schedule 1 (Transparency Reports)

### 1 Transparency Reports

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1

[(https://www.gov.uk/government/publications/procurement-policy-note-0117-update-totransparency-principles)](https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the

Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any

recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

### Annex A: List of Transparency Reports

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| **Key Performance Indicators** | A report of the outputs from the KPIs.as agreed by Dstl and  Kainos    KPI 1  Timeliness of  Management  Reporting    KPI 2  Timeliness of  Deliverables    KPI 3  Quality of  Deliverables    KPI 4  Tasking  Process  Time  (response to  Dstl SOR) | Word Document | Quarterly |

# Call-Off Schedule 2 (Staff Transfer)

**[Guidance note:** Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Order Form before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.]

### 1 Definitions

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

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Employee Liability** | all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages,  tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:   1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; 2. unfair, wrongful or constructive dismissal compensation; 3. 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; 4. compensation for less favourable treatment of part-time workers or fixed term employees; 5. outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; 6. claims whether in tort, contract or statute or otherwise; any investigation by the Equality and Human Rights   Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation; |
| **Former Supplier** | a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any Part of the Deliverables) and shall include any Subcontractor of such supplier (or any |

|  |  |
| --- | --- |
|  | Subcontractor of any such Subcontractor); |
| **Partial Termination** | the partial termination of the relevant Contract to the extent that it relates to the provision of any Part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract); |
| **Relevant Transfer** | a transfer of employment to which the Employment Regulations applies; |
| **Relevant Transfer Date** | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate; |
| **Supplier's Final**  **Supplier Personnel List** | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| **Supplier's Provisional**  **Supplier Personnel**  **List** | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant Part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| **Staffing Information** | in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:   1. their ages, dates of commencement of employment or engagement, gender and place of work; 2. details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; 3. the identity of the employer or relevant contracting Party; 4. their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; 5. their wages, salaries, bonuses and profit sharing arrangements as applicable; 6. 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; 7. any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); 8. details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; 9. copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied |
|  | generally in respect of such employees); and  (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; |
| **Term** | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract; |
| **Transferring Buyer Employees** | those employees of the Buyer to whom the Employment  Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date; and |
| **Transferring Former Supplier Employees** | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date. |

### 2 Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its 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.

### 3 Which parts of this Schedule apply

Only the:

3.1 parts of this Schedule identified in the Order Form shall apply to this Call-Off Contract; or

3.2 following parts of this Schedule shall apply to this Call-Off Contract:

#### [Delete if not applicable to the Call-Off Contract]

* [Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) ]
* [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]
* [Part C (No Staff Transfer On Start Date)]
* [Part D (Pensions) o [ Annex D1 (CSPS) ] o [ Annex D2 (NHSPS) ] o [ Annex D3 (LGPS) ]

o [ Annex D4 (Other Schemes)]

* [Part E (Staff Transfer on Exit) ]

### Part A: Staff Transfer at the Start Date Outsourcing from the Buyer 1 What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant Part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Buyer Employee.

1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

### 2 Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any

Subcontractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then -

2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will 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 this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

2.4.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

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

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

### 4 Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment

Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. 5 **Cabinet Office requirements**

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier

undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

### 6 Pensions

6.1 The Supplier shall comply with:

6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and

6.1.2 the provisions in Part D: Pensions.

### Part B: Staff transfer at the Start Date Transfer from a former Supplier on Re-procurement 1 What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant Part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

### 2 Indemnities given by the Former Supplier

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

(as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Subcontractor pursuant to the Employment Regulations then:

2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;

2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or

2.4.2 that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

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

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier’s failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

### 4 Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer’s direction, the Former

Supplier, in writing such information as is necessary to enable the Buyer and/or the Former

Supplier to carry out their respective duties under regulation 13 of the Employment

Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the

Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

### 5 Cabinet Office requirements

5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i)

the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

### 6 Limits on the Former Supplier’s obligations

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

### 7 Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

### Part C: No Staff Transfer on the Start Date 1 What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any Part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a

Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:

1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

1.2.4 if after the period referred to in paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

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

1. the Buyer will 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; and
2. the Buyer will 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.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

* + 1. for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
    2. any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure
  1. The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
  2. If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

### 2 Limits on the Former Supplier’s obligations

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

### Part D: Pensions 1 Definitions

In this Part D, 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:

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Actuary** | a Fellow of the Institute and Faculty of Actuaries; |
| **Admission Agreement** | means either or both of the CSPS Admission Agreement (as defined in  Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires; |
| **Broadly**  **Comparable** | 1. 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 2. 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, and "**Broad Comparability"** shall be construed accordingly; |
| **CSPS** | the schemes as defined in Annex D1 to this Part D; |
| **Fair Deal Employees** | those:   1. Transferring Buyer Employees; and/or 2. Transferring Former Supplier Employees; and/or 3. 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 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; 4. where the Former Supplier becomes the Supplier those employees; who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer; |
| **Fair Deal Schemes** | means the relevant Statutory Scheme or a Broadly Comparable pension scheme; |
| **Fund**  **Actuary** | means Fund Actuary as defined in Annex D3 to this Part D; |
| **LGPS** | the schemes as defined in Annex D3 to this Part D; |
| **NHSPS** | the schemes as defined in Annex D2 to this Part D; |
| **New Fair Deal** | the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in |
|  | October 2013 including:   1. any amendments to that document immediately prior to the Relevant Transfer Date; and 2. any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and |
| **Statutory Schemes** | means the CSPS, NHSPS or LGPS. |

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

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, 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 or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 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. 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).

### 4 Indemnities the Supplier must give

4.1 The Supplier undertakes to the Buyer to 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 arising 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 CSPS Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Subcontractor from and against all Losses suffered or incurred by it or them which arise from 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:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 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 this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 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 this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries 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.

### 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.

### 8 Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Subcontractor shall:

8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

8.1.2 procure that the employer to which the Fair Deal 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 Employees so transferred to the New Employer.

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

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

### 10 Broadly Comparable Pension Schemes

10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or

10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Subcontractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory

Scheme; the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme 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 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Subcontractors shall):

10.2.1 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 covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme’s Actuary or by the Government Actuary’s Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme’s Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority 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 Employee that remain eligible for New Fair Deal protection following a Service Transfer;

10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal 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;

10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as Part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service

**("Shortfall"**), the Supplier or the Subcontractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier; and

10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

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

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

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **CSPS Admission Agreement** | an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services; |
| **CSPS Eligible Employee** | any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement; and |
| **CSPS** | 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; [**Delete** after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014. |

### 2 Access to equivalent pension schemes after transfer

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the 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 and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

### 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):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Direction Letter** | 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 Eligible Employees; |
| **NHSPS Eligible 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:   1. their employment with the Buyer, an NHS Body or other employer which participates auatically in the NHSPS; or 2. their employment with a Former Supplier who provides access to the NHSPS pursuant to 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) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).  For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee; |
| **NHS Body** | 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; |
| **NHS Pensions** | 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; |
| **NHSPS** | the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations; |
| **NHS Pension**  **Scheme Arrears** | any failure on the Part of the Supplier or its Subcontractors (if any) to pay employer’s contributions or deduct and pay across employee’s contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees; |
| **NHS Pension**  **Scheme**  **Regulations** | 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; |
| **NHS Premature**  **Retirement Rights** | rights to which any 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 are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI  2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI  1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time; |
| **Pension Benefits** | any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor’s benefits provided under an occupational pension scheme; and |
| **Retirement**  **Benefits Scheme** | a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004. |

### 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 Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible 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 this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.

2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible 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.

2.4 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter, 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 in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

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

2.6 The Supplier will (and will procure that its Subcontractors (if any) will) as soon as reasonably practicable and at its (or its Subcontractor’s) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

### 3 Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS

Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

### 4 Continuation of early retirement rights after transfer

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 Eligible 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.

### 5 What the buyer 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. 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.

5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Subcontractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Subcontractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer.

The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly

Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Subcontractors.

5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or Part of those arrears from any amount due to be paid under this Contract or otherwise.

### 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 Eligible Employees with either:

6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction

Letter); or

6.1.2 access to a Broadly Comparable pension scheme, the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Eligible 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 Eligible Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

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

### 7 Indemnities that a Supplier must give

7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS

Eligible Employee 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.

7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any

Replacement Supplier against all Losses arising out of the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

### 8 Subcontractors

8.1 If the Supplier enters into a Sub-Contract for the delivery of all or Part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Subcontractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

8.1.1 if the Supplier has secured a Direction Letter, the Subcontractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Subcontractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Subcontractor direction letter as soon as reasonably practicable; or

8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS

Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Subcontractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.

8.2 The Supplier shall procure that each Subcontractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Subcontractor that are identical to the indemnities set out in Paragraph 7 of this Annex D2. Where a Subcontractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

### Annex D3: Local Government Pension Schemes (LGPS)

**[Guidance:** Note the LGPS unlike the CSPS & NHSPS is a funded scheme which has associated cost implications as follows:

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

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

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.] 1 **Definitions**

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

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Administering Authority** | in relation to theFund **[insert name]**, the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013; |
| **Fund Actuary** | the actuary to a Fund appointed by the Administering Authority of that Fund; |
| **Fund** | **[insert name]**, a pension fund within the LGPS; |
| **LGPS** | 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; |
| **LGPS Admission Agreement** | an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013; |
| **LGPS Admission Body** | an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013); |
| **LGPS Eligible Employees** | any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the 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 LGPS or of a scheme Broadly Comparable to the |
|  | LGPS; and |
| **LGPS Regulations** | the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government  Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, 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 must become a LGPS admission body

2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the

Relevant Transfer Date enter into a LGPS Admission Agreement with the

Administering Authority which will have effect from and including the Relevant Transfer Date.

2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.

2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

### 3 Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Subcontractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

### 4 Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

### 5 Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the

LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer’s written policy in relation to such benefits at the time of the Relevant Transfer Date.

**Annex D4: Other Schemes**

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

**Part E: Staff Transfer on Exit**

Obligations before a Staff Transfer

### 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 Laws, 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 assign any person to the provision of the Services who is not listed on the Supplier’s Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.3 not increase the proportion of working time spent on the Services (or the relevant Part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.5 not 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 not 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;

1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;

1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;

1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

1.5.10 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 received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.

1.6 On or around each anniversary of the Effective 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 such information as the Buyer may reasonably require 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 Fair Deal Schemes (as defined in Part D: Pensions); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier 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 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 A change in the identity of the supplier of the Services (or Part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply.

2.2 The Buyer and the Supplier agree that 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 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 including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).

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 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.

2.5 The indemnity 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.

2.6 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring 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 then.

2.6.1 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;

2.6.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor;

2.6.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;

2.6.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 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 referred to in Paragraph 2.5.

2.7 The indemnity in Paragraph 2.5 shall not apply to:

2.7.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

2.7.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.

2.8 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.9 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.10 The Supplier 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.

2.11 Subject to Paragraph 2.9, 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 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.12 The indemnity in Paragraph 2.10 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, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier’s Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Off Schedule 3 (Continuous Improvement)

# 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.

Off Schedule 3 (Continuous Improvement)

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.

Off Schedule 4 (Call-Off Tender)

# Call-Off Schedule 4 (Call Off Tender)

**[Guidance for Buyers:** After a further competition, if the Supplier’s bid has additional things that you would like included in the contract, insert the Supplier’s bid here.] [Insert Call-Off Tender Here]

Off Schedule 5 (Pricing Details and Expenses Policy)

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

**[Guidance Note:** This Schedule should be used to show further detailed pricing information (including Supplier Staff rate cards for each Supplier Staff jurisdiction where work is undertaken in accordance with the applicable pricing mechanism for each Service provided), in addition to the pricing set out in the Order Form]

### 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 in accordance with the Buyer’s Statement of Requirements.

1.1.2 for each individual Statement of Work (SOW), the applicable Charges, calculated in accordance with the charging methods detailed in the Order Form and using all of the following:

1. the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract;
2. the number of Work Days, or pro rata for every part of a Work Day (see Paragraph 1.2 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff and/or facilities will be required to provide the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date; and
3. except in the case of Lot 3 (User Research Studios), a contingency margin of up to 20% of the SOW value (“**Contingency** **Margin**”) applied to the sum calculated on the basis of (a) and (b), to accommodate any changes to the SOW

Deliverables during the SOW Start Date and SOW End Date. The Supplier must (i) explain the reasons for its proposed use of, and (ii) obtain the Buyer’s Approval before applying, any amount of the Contingency Margin.

1.2 Further to Paragraph 1.5 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:

Off Schedule 5 (Pricing Details and Expenses Policy)

* 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:

[**Insert** full details of any assumptions, representations, risks and contingencies which the Parties are relying on in relation to the Charges].

### Annex 1 (Expenses Policy)

[REDCATED – COMMERCIALLY SENSITIVE INFORMATION]

# 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):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Buyer Property** | 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; |
| **Buyer Software** | 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; |
| **Buyer System** | 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; |
| **Commercial off the shelf Software or COTS Software** | 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; |
| **Defect** | any of the following:   1. any error, damage or defect in the manufacturing of a Deliverable; or 2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or 3. 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 4. 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; |
| **Emergency Maintenance** | 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; |
| **ICT Environment** | the Buyer System and the Supplier System; |
| **Licensed Software** | all and any Software licensed by or through the Supplier, its SubContractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software; |
| **Maintenance Schedule** | has the meaning given to it in paragraph 8 of this Schedule; |
| **Malicious Software** | 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; |
| **New Release** | 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; |
| **Open Source Software** | 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; |
| **Operating**  **Environment** | means the Buyer System and any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:   1. the Deliverables are (or are to be) provided; or 2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or 3. where any part of the Supplier System is situated; |
| **Permitted**  **Maintenance** | has the meaning given to it in paragraph 8.2 of this Schedule; |
| **Quality Plans** | has the meaning given to it in paragraph 6.1 of this Schedule; |
| **Sites** | 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; |
| **Software** | Specially Written Software COTS Software and non-COTS Supplier and third party Software; |
| **Software Supporting Materials** | has the meaning given to it in paragraph 9.1 of this Schedule; |
| **Source Code** | 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; |
| **Specially Written Software** | 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 |
| **Supplier System** | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System). |

### 2 When this Schedule should be used

2.1 This Schedule is designed to provide additional provisions 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 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 Documentation; and

4.1.2.3 not infringe any IPR. 5 **Provision of ICT Services**

5.1 The Supplier shall:

5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with 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.

### 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 obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.2.4 When tasks are placed, specific deliverables will be agreed at that point, and will all be provided under DEFCON 703, except where the suppliers identifies in their response that they propose to use background IP that they own to part meet that deliverable and are not willing to deliver that under DEFCON 703 (such notification to be made at the earliest reasonable opportunity as per DEFCON 632 including in relation to both copyright and any patent rights). If this is the case, the supplier should clearly identify any components of the deliverable which do comprise background IPR, to which DEFCON 705 Full Rights will apply, with DEFCON 703 applying to the remainder, and will identify how the parts will be kept separate. Dstl reserves the right to refuse the use of any background IP, for example if it is unhappy at how the parts will be kept separate or at how important the part(s) needing to contain background IP will be. Where background IP is delivered within a deliverable marked as being DEFCON 703, the contract authority has ownership of the copyright of the deliverable as a whole, and unlimited sharing rights in any background copyright contained within it.

9.1.2.5 Wording in 9.1.2.4 shall take precedence as agreed by both parties.

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:

1. of its own Existing IPR that is not COTS Software;
2. 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 nonexclusive 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 arrangements with the owner or authorised licencee 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 SubContractors 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

9.6.2.6 do not contain any Malicious Software.

9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially

Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

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 antivirus 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.

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.

Off Schedule 7 (Key Supplier Staff)

# 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**[.[; and]**

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**[.[; and]**

#### 1.5.8 [Insert].]

Off Schedule 7 (Key Supplier Staff)

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

# Call-Off Schedule 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):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Breach of Security** | the occurrence of:   1. 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 2. 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,  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 |
| **Security Management Plan** | 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.

### 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:

1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
3. 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;
4. 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;
5. 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;
6. 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
7. 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:

1. emerging changes in Good Industry Practice;
2. any change or proposed change to the Deliverables and/or associated processes;
3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
4. any new perceived or changed security threats; and
5. 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:

1. suggested improvements to the effectiveness of the Security Management Plan;
2. updates to the risk assessments; and
3. 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:

1. minimise the extent of actual or potential harm caused by any Breach of Security;
2. 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;
3. prevent an equivalent breach in the future exploiting the same cause failure; and
4. 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 as specific to the Buyer and will comply with:

* the government security policy framework and information assurance policy;
* guidance issued by the Centre for Protection of National Infrastructure on Risk

Management and Accreditation of Information Systems; and  the relevant government information assurance standard(s).

6.2 Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation 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.

# 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):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Exclusive Assets** | Supplier Assets used exclusively by the Supplier [**or a**  **Key Subcontractor**] in the provision of the Deliverables; |
| **Exit Information** | has the meaning given to it in Paragraph 3.1 of this Schedule; |
| **Exit Manager** | the person appointed by each Party to manage their respective obligations under this Schedule; |
| **Exit Plan** | the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| **Net Book Value** | 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); |
| **Non- Exclusive Assets** | those Supplier Assets used by the Supplier [**or a Key Subcontractor**] in connection with the Deliverables but which are also used by the Supplier [**or Key Subcontractor**] for other purposes; |
| **Registers** | the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| **Replacement Goods** | 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; |
| **Replacement Services** | 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; |
| **Termination Assistance** | 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; |
| **Termination Assistance Notice** | has the meaning given to it in Paragraph 5.1 of this Schedule; |
| **Termination Assistance Period** | 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; |
| **Transferable Assets** | Exclusive Assets which are capable of legal transfer to the Buyer; |
| **Transferable Contracts** | 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; |
| **Transferring Assets** | has the meaning given to it in Paragraph 8.2.1 of this Schedule; and |
| **Transferring Contracts** | 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 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 asrequested 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 SOW Exit Plan provisions to 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

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:

1. prior to each SOW and no less than every [**six (6) months**] throughout the Contract Period; and
2. no later than [**twenty (20) Working Days**] after a request from the Buyer for an up-to-date copy of the Exit Plan;
3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [**ten (10) Working Days**] after the date of the Termination Assistance Notice;
4. 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.

* 1. 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.
  2. 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.

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 Service Levels and/or the KPIs accordingly.

### 7 Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

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

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

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

7.3 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:

1. the Exclusive Assets that are not Transferable Assets; and
2. 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.

* 1. 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.
  2. 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.
  3. 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:
     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
     2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
  4. 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.
  5. The Buyer shall:
     1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
     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.
  6. 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.
  7. 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.

# 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):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Delay** | 1. a delay in the Achievement of a Milestone by its Milestone Date; or 2. a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| **Deliverable Item** | 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; |
| **Milestone Payment** | 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 |
| **Implementation Period** | 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; and

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

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

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.

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

2.6 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:

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:

1. the Buyer is otherwise entitled to or does terminate this Contract pursuant to

Clause 10.4 (When CCS or the Buyer can end this contract); or

1. 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;

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:

1. 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
2. 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:

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

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

* Milestone: [ ]
* Deliverable Items: [ ]
* Duration: [ ]
* Milestone Date: [ ]
* Buyer Responsibilities: [ ]
* Milestone Payments: [ ]
* Delay Payments: [ ]

The Milestones will be Achieved in accordance with this Call-Off Schedule 13:

(Implementation Plan and Testing)

For the purposes of Paragraph 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** |
| **Component** | any constituent parts of the Deliverables; |
| **Material Test Issue** | a Test Issue of Severity Level 1 or Severity Level 2; |
| **Satisfaction Certificate** | a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria; |
| **Severity Level** | the level of severity of a Test Issue, the criteria for which are described in Annex 1; |
| **Test Issue Management Log** | a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule; |
| **Test Issue Threshold** | 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; |
| **Test Reports** | the reports to be produced by the Supplier setting out the results of Tests; |
| **Test Specification** | 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; |
| **Test Strategy** | a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule; |
| **Test Success Criteria** | in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule; |
| **Test Witness** | any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and |
| **Testing Procedures** | 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 15 (Call-Off Contract Management)

### 1 Definitions

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

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Operational Board** | the board established in accordance with paragraph 4.1 of this Schedule; and |
| **Project Manager** | the manager appointed in accordance with paragraph 2.1 of this Schedule. |

### 2 Project Management

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

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

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

### 3 Role of the Supplier Contract Manager

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

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

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

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

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

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

### 4 Role of the Operational Board

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

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

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member’s attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings will be to review the Supplier’s performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### 5 Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks; 5.2.2 the identification and management of issues; 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:

**[Guidance note:** Details of additional boards to be inserted.]

# Call-Off Schedule 17 (MOD Terms)

### 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** |
| **MOD Terms and Conditions** | the terms and conditions listed in this Schedule; |
| **MOD Site** | shall include any of Her Majesty's Ships or Vessels and Service Stations; and |
| **Officer in charge** | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments. |

### 2 Access to MOD sites

2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.

2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.

2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.

2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

### 3 DEFCONS and DEFFORMS

3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.

3.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.

3.3 In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail.

3.4 When tasks are placed, specific deliverables will be agreed at that point, and will all be provided under DEFCON 703, except where the suppliers identifies in their response that they propose to use background IP that they own to part meet that deliverable and are not willing to deliver that under DEFCON 703 (such notification to be made at the earliest reasonable opportunity as per DEFCON 632 including in relation to both copyright and any patent rights). If this is the case, the supplier should clearly identify any components of the deliverable which do comprise background IPR, to which DEFCON 705 Full Rights will apply, with DEFCON 703 applying to the remainder, and will identify how the parts will be kept separate. Dstl reserves the right to refuse the use of any background IP, for example if it is unhappy at how the parts will be kept separate or at how important the part(s) needing to contain background IP will be. Where background IP is delivered within a deliverable marked as being DEFCON 703, the contract authority has ownership of the copyright of the deliverable as a whole, and unlimited sharing rights in any background copyright contained within it.

### 4 Authorisation by the Crown for use of third party intellectual property rights

4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off 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 such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

### ANNEX 1: DEFCONS and DEFFORMS

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are at: [https://www.gov.uk/acquisition-operating-framework.](https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles)

The following MOD DEFCONs and DEFFORMs form part of this contract:

#### DEFCONs

|  |  |  |
| --- | --- | --- |
| **DEFCON No** | **Version** | **Description** |
| **DEFCON 705** |  |  |
| **DEFCON 703** |  |  |
| **DEFCON 632** |  |  |
| **DEFCON 539** |  |  |
| **DEFCON 658** |  |  |

#### DEFFORMs (Ministry of Defence Forms)

|  |  |  |
| --- | --- | --- |
| **DEFFORM No** | **Version** | **Description** |
| **10** |  |  |

Off Schedule 18 (Background Checks)

# 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):

1. carry out a check with the records held by the Department for Education (DfE);
2. conduct thorough questioning regarding any Relevant Convictions; and
3. 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.

Off Schedule 18 (Background Checks)

### Annex 1: Relevant Convictions

**[Insert** Relevant Convictions here

Off Schedule 20 (Call-Off Specification)

# 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.

**Deliverables will be set out on a Statement of Requirement and Statement of Work basis.**

### Worker Engagement Route (including IR35 status)

Where the Buyer has assessed its requirement is for resource, the IR35 status of the Key Roles must be detailed in the Specification.

Off Schedule 26 (Cyber Essentials Scheme)

# Call-Off Schedule 26 (Cyber Essentials Scheme)

### 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** |
| **Cyber Essentials Scheme** | 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: [https://www.cyberessentials.ncsc.gov.uk/;](https://www.cyberessentials.ncsc.gov.uk/) |
| **Cyber Essentials Basic Certificate** | 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; |
| **Cyber Essentials Certificate** | Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Order Form; |
| **Cyber Essential Scheme Data** | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |
| **Cyber Essentials Plus Certificate** | 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. |

### 2 What Certification do you need

2.1 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 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.

2.2 Where the Supplier continues to process data during the Call-Off Contract Period the

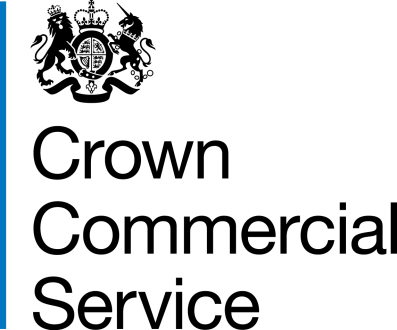
Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 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.

2.4 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.

Off Schedule 26 (Cyber Essentials Scheme)

2.5 This Schedule shall survive termination of each and any Call-Off Contract.



**Digital Outcomes and Specialists 5 (RM1043.7)**

**Core Terms and Framework Schedules**

Version 2

Crown Copyright 2020

1

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## CCS Core Terms (version 3.0.9)

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:

1. make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
2. create new Call-Off Schedules;
3. 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:

1. is a separate Contract from the Framework Contract;
2. is between a Supplier and a Buyer;
3. includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
4. survives the termination of the Framework Contract.
   1. 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. 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.
   3. 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

### 3 What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

1. 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);
2. to a professional standard;
3. using reasonable skill and care;
4. using Good Industry Practice;
5. 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

* + 1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
    2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
    3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
    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.
    5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
    6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer’s working hours.
    7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
    8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
    9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
    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.
    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.
    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

* + 1. Late Delivery of the Services will be a Default of a Call-Off Contract.
    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. The Supplier must at its own risk and expense provide all Supplier Equipment required to deliver the Services.
    4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
    5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer’s operations, employees or other contractors.
    6. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
    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:

1. includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
2. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
3. does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
   1. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
   2. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
   3. 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. 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.

* 1. 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.
  2. 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:

1. neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
3. 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:

1. gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
2. demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
3. 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 GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Supplier must allow 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.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

1. tell the Relevant Authority and give reasons;
2. propose corrective action; and
3. provide a deadline for completing the corrective action.

6.6 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:

1. the methodology of the review;
2. the sampling techniques applied;
3. details of any issues; and
4. any remedial action taken.

6.7 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:

1. be appropriately trained and qualified;
2. be vetted using Good Industry Practice and the Security Policy; and
3. comply with all conduct requirements when on the Buyer’s Premises.
   1. 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.
   2. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
   3. The Supplier must provide a list of Supplier Staff needing to access the Buyer’s Premises and say why access is required.
   4. 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:

1. it has full capacity and authority to enter into and to perform each Contract;
2. each Contract is executed by its authorised representative;
3. it is a legally valid and existing organisation incorporated in the place it was formed;
4. 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;
5. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
6. 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.
   1. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
   2. The Supplier indemnifies both CCS and every Buyer against each of the following:
7. wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
8. non-payment by the Supplier of any Tax or National Insurance.
   1. All claims indemnified under this Contract must use Clause 26.
   2. CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
   3. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
   4. 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:

1. receive and use the Deliverables; and
2. make use of the deliverables provided by a Replacement Supplier.
   1. 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.
   2. 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.
   3. 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.
   4. 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.
   5. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer’s sole option, either:
3. obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
4. 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.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

1. reject the Rectification Plan or revised Rectification Plan, giving reasons; or
2. 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:

1. must give reasonable grounds for its decision; and
2. 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:

1. there is a Supplier Insolvency Event;
2. there is a Default that is not corrected in line with an accepted Rectification Plan;
3. the Supplier does not provide a Rectification Plan within 10 days of the request;
4. there is any material Default of the Contract;
5. there is any material Default of any Joint Controller Agreement relating to any Contract;
6. 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;

1. there is a consistent repeated failure to meet the Performance Indicators in

Framework Schedule 4 (Framework Management);

1. there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
2. 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
3. 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:

1. the Relevant Authority rejects a Rectification Plan;
2. there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
3. if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

10.5.1 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.

1. 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.
2. The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
3. The Supplier must promptly return any of CCS or the Buyer’s property provided under the terminated Contract.
4. 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:

1. the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
2. 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

* + 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.

* + 1. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
    2. 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.
    3. 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.
    4. The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

1. reject the Variation; or
2. 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

10.8.1 At the Buyer’s request, the Supplier must terminate any Subcontracts in any of the following events:

1. there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
2. the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
3. 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 £100,000.

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:

1. any indirect Losses; or
2. 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

1. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
2. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
3. any liability that cannot be excluded or limited by Law;
4. its obligation to pay the required Management Charge or Default Management Charge.
   1. 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, 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
   2. 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.
   3. 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.
   4. When calculating the Supplier’s liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
5. Deductions; and
6. 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

13.1 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:

1. 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
2. restore the Government Data itself or using a third party.
   1. The Supplier must pay each Party’s reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
   2. The Supplier:
3. must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
4. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
5. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
6. 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
7. 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:

1. keep all Confidential Information it receives confidential and secure;
2. 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
3. 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:

1. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
2. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
3. if the information was given to it by a third party without obligation of confidentiality;
4. if the information was in the public domain at the time of the disclosure;
5. if the information was independently developed without access to the Disclosing Party’s Confidential Information;
6. on a confidential basis, to its auditors;
7. on a confidential basis, to its professional advisers on a need-to-know basis; or
8. 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.
   1. 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.

* 1. In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

1. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
2. 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;
3. 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 4.8 and 16.
   1. 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.
   2. Transparency Information is not Confidential Information.
   3. 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:

1. publish the Transparency Information;
2. comply with any Freedom of Information Act (FOIA) request; and/or
3. 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

17.1 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

18.1 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

19.1 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:

1. provides a Force Majeure Notice to the other Party; and
2. 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

21.1 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

22.1 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:

1. their name;
2. 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:

1. with the Variation Form, where the Supplier requests the Variation; or
2. 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:

1. agree that the Contract continues without the Variation; or
2. 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
3. refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
   1. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
   2. 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.
   3. 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:
4. that the Supplier has kept costs as low as possible, including in Subcontractor costs;
5. and of how it has affected the Supplier’s costs.
   1. 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.
   2. 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:

1. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
2. give the Indemnifier reasonable assistance with the claim if requested.
   1. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
   2. 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.
   3. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
   4. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
   5. 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:
3. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
4. 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:

1. commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
2. 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:

1. 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;
2. 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
3. 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:

1. been investigated or prosecuted for an alleged Prohibited Act;
2. 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;
3. received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
4. suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
   1. 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.
   2. In any notice the Supplier gives under Clause 27.3 it must specify the:
5. Prohibited Act;
6. 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:

1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
2. 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:

1. all applicable Law regarding health and safety; and
2. the Buyer’s current health and safety policy while at the Buyer 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:

1. the steps that the Supplier is taking to address the Occasion of Tax Non-

Compliance and any mitigating factors that it considers relevant; and

1. 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:

1. 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

1. 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:

1. 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;
2. 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;
3. 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
4. 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:

1. Law;
2. Clause 12.1; or
3. 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:

1. determine the Dispute;
2. grant interim remedies; and/or
3. grant any other provisional or protective relief.
   1. 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.
   2. 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.
   3. The Supplier cannot suspend the performance of a Contract during any Dispute.

### 35 Which law applies

35.1 This Contract and any Disputes arising out of, or connected to it, are governed by English law.

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

Redacted under FOIA Section 40, Personal Information

Date: 26-11-2021 | 4:43 PM GMT

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

Redacted under FOIA Section 40, Personal Information

Date: 26-11-2021 | 4:01 PM GMT

## Framework Schedule 1 (Specification)

### 1 Introduction

1.1 This Schedule sets out what we and our Buyers want.

1.2 The Supplier must only provide the Services, as part of the Deliverables, for those Lots that they are awarded under the Framework Contract, as set out in the Framework Award Form.

1.3 In this Schedule, the following words and phrases shall have the following meanings:

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Alpha** | the alpha phase of agile delivery described in the Service Manual; |
| **Beta** | the beta phase of agile development described in the Service Manual; |
| **Digital Outcomes** | a team of digital specialists to deliver a defined digital outcome as further described in Paragraphs 2.2 to 2.4; |
| **Digital Specialists** | an individual digital specialist to deliver a defined digital outcome as further described in Paragraphs 2.5 to 2.7; |
| **Discovery** | the discovery phase of agile delivery described in the Service Manual; |
| **GDS** | the Government Digital Service; |
| **Live** | the live phase of agile development described in the Service Manual; |
| **Open Standards**  **Principles** | the Cabinet Office’ Open Standards principles:  [https://www.gov.uk/government/publications/open-standardsprinciples/open-standards-principles;](https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles) |
| **Retirement** | the retirement phase of agile development described in the Service Manual; |
| **Service Manual** | the GDS Service Manual: [http://www.gov.uk/service-manual;](http://www.gov.uk/service-manual) |
| **Service Standard** | the Service Standard section of the Service Manual: [http://www.gov.uk/service-manual/service-standard;](http://www.gov.uk/service-manual/service-standard) |
| **Technology Code of Practice** | the GDS technology code of practice: [https://www.gov.uk/servicemanual/technology/code-of-practice.html;](https://www.gov.uk/service-manual/technology/code-of-practice.html) |
| **User Research Participants** | an individual with the appropriate characteristics to test a digital service as further described in Paragraphs 2.10 to 2.11; and |
| **User Research Studios** | a physical space in which to conduct user research as further described in Paragraphs 2.8 to 2.9. |

1.4 Services must be exclusively delivered by the Supplier Staff (where Supplier Staff includes Supplier employees, agents, consultants, contractors, Subcontractors or any person engaged by a Subcontractor in the performance of the Supplier’s obligations under the Contract). The Supplier will deliver the Deliverables and will not solely source staff for others.

1.5 Subcontracting

1.5.1 The Supplier will only subcontract with the prior written approval of the Buyer. If the Supplier chooses to use Subcontractors or a person engaged by a Subcontractor, this will be outlined in any Buyer’s bid along with the percentage of delivery allocated to each Subcontractor.

1.5.2 The Supplier will take direct contractual responsibility and full accountability for delivering the Deliverables they provide using Subcontractors.

1.6 For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

1.7 The Deliverables and any Standards set out in Paragraph 3.5 below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its Deliverables requirements for entering into a particular Call-Off Contract.

1.8 Call-Off Contract Period

The Call-Off Contract is for the Call-Off Initial Period of up to a maximum of 24 Months from the Call-Off Start Date as set out in the Order Form.

1.9 Call-Off Optional Extension Period

1.9.1 The Call-Off Initial Period may be extended by the Buyer serving written notice on the Supplier on or before the Minimum Notice Period for Extension(s) as set out in the Order Form.

1.9.2 Where the Buyer has incorporated an Optional Extension Period in the Order Form, the Parties agree that this Extension Period shall be for up to a maximum of 25% of the Call-Off Initial Period.

1.9.3 The Buyer will give the Supplier the Minimum Notice Period for Extension(s) before exercising its right to extend the Call-Off Initial Period.

### 2 Services offered

2.1 Suppliers are only able to provide Services, as part of the Deliverables, for the Lot(s) to which they’ve been awarded a Framework Contract. The Digital Outcomes and Specialists Deliverables are split into 4 Lots:

* Lot 1: Digital Outcomes
* Lot 2: Digital Specialists
* Lot 3: User Research Studios
* Lot 4: User Research Participants

#### Lot 1: Digital Outcomes

2.2 Digital Outcomes Suppliers will provide Supplier Staff to create teams of individuals to research, test, design, build, release, iterate, support and/or retire a digital service.

Buyers will define their specific requirements in their Statement of Requirements.

2.3 The Supplier must:

* work according to the Technology Code of Practice
* work according to the GDS Service Manual
* understand what it means to work on one of the Discovery, Alpha, Beta, Live or Retirement phases described in the GDS Service Manual

2.4 The Supplier must provide Services within one or more of the following capabilities:

* user experience and design
* performance analysis and data
* security
* service delivery
* software development
* support and operations
* testing and auditing
* user research Each Supplier’s capability descriptions are on the Digital Marketplace:

[https://www.gov.uk/guidance/digital-outcomes-and-specialists-digital-outcomescapabilities](https://www.gov.uk/guidance/digital-outcomes-and-specialists-digital-outcomes-capabilities)

#### Lot 2: Digital Specialists

2.5 Digital Specialists Suppliers will provide Buyers with an individual specialist to deliver a specific outcome (or specific outcomes) on a service, programme and/or project.

Buyers will define their specific requirements in their Statement of Requirements.

2.6 The Supplier accepts that the individual specialist will be Supplier Staff and must:

* take direct contractual responsibility and full accountability for delivery of the Service (as part of the Deliverables) and the work undertaken by each specialist they provide
* offer evidence of competence of each individual specialist in each role if requested by the Buyer
* ensure all roles support the GDS Service Manual’s ([https://www.gov.uk/servicemanual/the-team)](https://www.gov.uk/service-manual/the-team) design and description of what you need to build a successful Service

2.7 The Supplier must provide one or more of the following roles:

* agile coach
* business analyst
* communications manager
* content designer or copywriter
* cyber security consultant
* data architect
* data engineer
* data scientist
* delivery manager or project manager
* designer
* developer
* performance analyst
* portfolio manager
* product manager
* programme delivery manager
* quality assurance analyst
* service manager
* technical architect
* user researcher
* web operations engineer

Each Supplier’s role descriptions are on the Digital Marketplace:

<https://www.gov.uk/guidance/digital-outcomes-and-specialists-digital-specialist-roles>

#### Lot 3: User Research Studios

2.8 User research will inform the development of all digital services.

2.9 User Research Studios Suppliers must provide:

* the hire of User Research Studios where and when the Buyer needs it and that has the facilities and is fit for the purpose(s) disclosed by the Buyer
* a list of the geographical areas within which the Supplier provides or can provide User Research Studios
* a comfortable, private and safe environment for Buyer participants, researchers and observers to work in
* space to conduct interviews, usability tests or focus groups
* facilities where it’s possible to watch and record people as they engage with designs, prototypes and live public sector services **Lot 4: User Research Participants**

2.10 All digital services need to:

* use research to develop a deeper knowledge of who the service users are, how they use those services and what that means for the design of the service
* have a plan for ongoing user research and testing to continuously seek feedback from users to improve the service

2.11 In providing User Research Participants, Suppliers must be able to:

* recruit participants with a range of experience, e.g. they should consider diversity, people who are digitally excluded, as well as those who have low literacy or digital skills, and those who need assisted digital support
* recruit User Research Participants who best reflect the users of a service, e.g. a specific target user group such as people who have recently had a specific experience e.g. victims, witnesses or jurors

#### Important information

2.12 Suppliers can apply to CCS for Approval to make changes to the Services they offer during the Framework Contract Period. Suppliers can apply to increase or reduce the Services offer within each Lot. Upon receipt of CCS Approval, CCS will update the Digital Marketplace to display each Approved change. Suppliers cannot add services to Lots in which they have not been awarded a Framework Contract. CCS can request evidence of new skills or capabilities proposed to be added by a Supplier.

2.13 Failure by the Supplier to provide acceptable evidence of new skills and capabilities may result in:

2.13.1 the Supplier’s proposed new service not being Approved by CCS, or

2.13.2 CCS may suspend the Supplier’s ability to accept Orders (for any period) and the Supplier cannot enter into any Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contract that they have already signed.

#### Collaborative Requirements

2.14 Suppliers must be highly collaborative and flexible under this Framework Contract in meeting Buyer’s needs.

2.15 The Deliverables supplied under the Call-Off Contract and each Statement of Work may require the Supplier to work in collaboration with other suppliers of the Buyer. In the event that the Deliverables do require such collaboration, the Supplier shall comply with the following:

2.15.1 The Supplier shall:

* work pro-actively with (a) the Buyer, (b) the incumbent providers, and (c) each of the other suppliers and contractors of the Buyer, in a spirit of trust and mutual confidence;
* cooperate with the Buyer’s other suppliers and contractors of other goods and/or services to enable and ensure efficient Delivery;
* assist in sharing information with the Buyer’s other suppliers and contractors for the purposes of facilitating provision of the Deliverables;
* provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the Deliverables and other services under the Call-Off Contract; and
* procure that the Supplier’s Subcontractors provide all cooperation and assistance as required by the Buyer pursuant to the Call-Off Contract.

### 3 How Services will be Delivered

#### Methodologies

3.1 The Supplier will typically be expected to adopt an agile development process, starting with user needs. The methodology will be outlined in the relevant Statement of Work (SOW) which in turn will be drawn down from the high level Implementation Plan and Testing incorporated into the Call-Off Contract.

3.2 Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to better meet user needs, but should be agreed in advance with the Buyer under a Statement of Work.

3.3 In some circumstances both waterfall and agile methodologies may be used, playing to their respective strengths, and this shall be agreed between the Supplier and Buyer in each Statement of Work.

3.4 Guidance for the above can be found in:

* the Service Manual at: <https://www.gov.uk/service-manual/agile>
* the Technology Code Of Practice at: [https://www.gov.uk/servicemanual/technology/code-of-practice.html#using-the-technology-code-of-practice](https://www.gov.uk/service-manual/technology/code-of-practice.html#using-the-technology-code-of-practice) **Standards**

3.5 The Supplier must:

3.5.1 work according to:

* the Technology Code of Practice,
* GDS Service Manual, and
* understand what it means to work on one of the Discovery, Beta, Live or Retirement phases described in the Service Manual.

3.5.2 support Buyers:

* to comply with Paragraph 3.5.1 above
* through successful Service Standard assessments: [https://www.gov.uk/servicemanual/digital-by-default](https://www.gov.uk/service-manual/digital-by-default)
* to develop Services based on Open Standards Principles and accessible data protocols, to ensure they are interoperable: [https://www.gov.uk/government/publications/open-standards-principles/openstandards-principles](https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles)
* to comply with any adopted open standards that are compulsory in government: <http://standards.data.gov.uk/challenges/adopted>

#### Security

3.6 If requested by the Buyer, the Supplier must support Buyers according to:

3.6.1 the Baseline Personnel Security Standard (BPSS):

[https://www.gov.uk/government/publications/government-baseline-personnelsecurity-standard](https://www.gov.uk/government/publications/government-baseline-personnel-security-standard)

Additional levels of security clearance may be required by the Buyer under the CallOff Contract (and applicable SOWs) and may include:

* Security Check (SC)
* Developed Vetting (DV)
* Counter-Terrorist Check (CTC)

Details on each are at: [https://www.gov.uk/government/publications/united-kingdomsecurity-vetting-clearance-levels](https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels)

3.6.2 the Supplier assurance framework for contracts at the ‘Official’ information security level at: [https://www.gov.uk/government/publications/government-Supplierassurance-framework](https://www.gov.uk/government/publications/government-Supplier-assurance-framework)

3.6.3 any relevant security guidance at:

<https://www.gov.uk/government/collections/government-security>

3.6.4 the Cyber Essentials Scheme at: [https://www.gov.uk/government/publications/cyberessentials-scheme-overview](https://www.gov.uk/government/publications/cyber-essentials-scheme-overview)

3.6.5 the Government Security Classification at:

<https://www.gov.uk/government/publications/government-security-classifications>All of the above guidance may change or be updated from time to time.

#### Code of conduct

3.7 The Supplier must support Buyers according to the Civil Service conduct and guidance, accessible at: [https://www.gov.uk/government/collections/civil-serviceconduct-and-guidance](https://www.gov.uk/government/collections/civil-service-conduct-and-guidance)

This guidance may change or be updated from time to time.

### 4 Assurance

4.1 The Supplier accepts that a key element of the Framework Contract is an assurance process, where CCS and other agents appointed by CCS, check any claims made by the Supplier in their Framework Tender. Thereafter, CCS will continue to check that any information submitted by Supplier’s are still an accurate reflection of the Supplier and the Services it provides.

4.2 The Supplier will provide to CCS on request all evidence needed by CCS to verify to its reasonable satisfaction any element of the Supplier’s Framework Tender.

4.3 If the Supplier fails to meet and maintain the appropriate level of assurance, CCS may suspend the Supplier from providing any particular Service (for any period), and/or the Supplier’s ability to accept Orders (for any period) and the Supplier cannot enter into any Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contract that they have already signed

### 5 Our social value priorities

5.1 Within the context of social value, these are our priorities in this procurement:

* **Corporate Social Responsibility (CSR)**: The Supplier shall demonstrate CSR credentials, both domestically and globally, specifically adhering to UK and international legislation and conforming to the principles and subjects addressed in ISO 26000.
* **Modern Slavery**: The Supplier shall be aware of and adhere to duties imposed on commercial organisations by the Modern Slavery Act 2015 and all related Government procurement policy notes in relation to transparency in the supply chain.
* **Accessibility**: The Supplier shall comply with the World Wide Web Consortium

(W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines

(WCAG) 2.1 Conformance Level AA standard for accessibility when delivering their Services to design, develop and build any public facing websites and mobile applications. The Supplier’s compliance with this requirement in turn enables CCS and the Buyer to comply with their own obligations under Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 in signposting and making the Services available to Buyers.

* **Supply chain opportunities for a diverse range of businesses**: Suppliers shall be asked how their organisation will ensure that supply chain opportunities under the Contract are accessible to a diverse range of businesses, including SMEs, VCSEs and mutuals, through subcontracting or any other acceptable arrangements (such as consortiums); they shall also be asked how they will monitor, measure and report on the impact of this through the use of a Balanced Scorecard.

5.2 The Buyer can identify specific social value priorities as part of each Call-Off Contract.

Framework Schedule 2 (Framework Tender)

## Framework Schedule 2 (Framework Tender) RM1043.7

**[Insert** Supplier Framework Tender response held on the Digital Marketplace <https://www.digitalmarketplace.service.gov.uk/>]

Framework Schedule 3 (Framework Prices)

## Framework Schedule 3 (Framework Prices)

### 1 All Services

1.1 The Buyer may use one or a combination of the following pricing mechanisms:

* **Fixed Price**: the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price that shall cover all work performed and Deliverables required to be provided by the Supplier Staff and all materials used in the project, no matter how much work is required to complete each identified Deliverable within the agreed scope;
* **Incremental Fixed Price**: the pricing mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverable increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverable increments will be reviewed and refined prior to the execution of each subsequent Deliverable increment within the same Statement of Work;
* **Time and Materials**: a pricing mechanism whereby the Buyer agrees to pay the Supplier for the work performed by Supplier Staff and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval;
* **Capped Time and Materials**:maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of the Deliverables and the agreed scope;

and pricing submitted as part of the Further Competition Procedure shall be used in the calculation of applicable Charges under each Call-Off Contract, which shall be no greater than that set out in the Framework Prices or, as applicable, the Further Competition Procedure. All Charges shall be invoiced based on the accurate reflection of the proportion of each Work Day Supplier Staff have actually worked under the SOW, for example, 3 hours and 30 minutes worked will be invoiced at 3.5 hours.

* 1. The Supplier, in compliance with Paragraph 2.12 to 2.13 of Framework Schedule 1 (Specification), will be able to add new Service(s) to the Framework Contract which shall, upon incorporation in accordance with the CCS Approval procedure, be made available to Buyers under their Call-Off Contracts.
  2. The Supplier will provide its pricing, as part of the Further Competition Procedure, in the format and applying the pricing mechanism, including details of any discount structures, incentivisation or gainshare, specified by the Buyer in its Statement of Requirements. The Buyer may request that the Supplier provide a breakdown of how the total price was calculated and provide copies of supporting documentation. The Supplier must provide a cost breakdown in the format and to the timetable requested by the Buyer, and should the Supplier fail to do so, the Buyer may reject the Suppliers bid without further consideration.
  3. All prices submitted by a Supplier during a Further Competition Procedure must be honoured by the Supplier for the Contact Period of the Call-Off Contract.
  4. The Supplier will invoice the Buyer the full cost of the Deliverables satisfactorily supplied and will not require the Buyer to pay any third party for any part of the Deliverables supplied by or on behalf of the Supplier.

### 2 Digital Outcomes

2.1 During a Further Competition Procedure, the Supplier will provide a total price for Delivery based on the expected outcome specified by the Buyer in its Statement of Requirements.

Framework Schedule 3 (Framework Prices)

2.2 The Buyer may require the Supplier to clarify their pricing during a Further Competition Procedure.

### 3 Digital Specialists

3.1 As part of its Framework Tender, the Supplier will provide a maximum day rate per role per Work Day through the Digital Marketplace. The maximum day rate will be the maximum a Supplier can charge any Buyer per Work Day for that specific role.

3.2 The maximum day rate per role submitted at the Framework Tender stage is fixed for the Contract Period and cannot be amended.

3.3 During a Further Competition Procedure, the Supplier will provide a day rate (not to exceed its maximum rate) for the role and skills required by the Buyer’s Statement of Requirements. The day rate price excludes VAT and excludes travel and expenses which are capped in accordance with the Buyer’s expense policy’s permitted maximum or as otherwise stated in the Order Form.

### 4 User Research Studios

4.1 As part of its Framework Tender, the Supplier will provide the standard price to hire each studio they offer for the minimum period that the studio can be hired for through the Digital Marketplace. Suppliers will be asked to confirm the facilities each studio has, which facilities are included in the standard price and which are an optional extra charge.

4.2 During a Further Competition Procedure, the Supplier will provide a total cost for the studios based on the facilities required by the Buyer and the period over which the studio is required.

### 5 User Research Participants

5.1 During a Further Competition Procedure, the Supplier will provide a total cost per participant recruited. Participant price will include all incentives, recruitment and any travel and subsistence costs paid to participants. The Supplier may be asked to provide a breakdown of their pricing.

5.2 The Buyer will not pay for participants who do not attend on the day in accordance with Buyer instructions.

5.3 The Supplier is solely responsible for payments to participants. Neither CCS nor the Buyer will be responsible for making any such payments.

## Framework Schedule 4 (Framework Management)

### 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** |
| **Material KPIs** | are Key Performance Indicators which are identified by the Buyer as having a material impact on the performance of the Call-Off Contract; |
| **Supplier Action Plan** | has the meaning given to it in Paragraph 3.4 of this Schedule; |
| **Supplier Framework Manager** | has the meaning given to it in Paragraph 3.1 of this Schedule; and |
| **Supplier Review Meetings** | has the meaning given to it in Paragraph 3.9 of this Schedule. |

### 2 How CCS and the Supplier will work together

2.1 The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.

2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.

2.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Contract Period.

### 3 Framework Management

#### Framework Management Structure

3.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.

3.2 The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators (defined in Paragraph 4 below).

3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.

3.4 Following discussions between the Parties following the Framework Start Date, where requested by CCS, the Supplier shall produce and issue to CCS a draft supplier action plan (the **"Supplier Action Plan"**). CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

3.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by

the Supplier of CCS’s notification.

3.6 The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.

3.7 The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:

3.7.1 Dun and Bradstreet risk failure score monitoring;

3.7.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;

3.7.3 invoice payment performance; and

3.7.4 verification of required accreditations & certifications.

3.8 Suppliers should participate in Further Competition Procedures when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework Contract, in accordance with Clause 10.7 (Partially ending and suspending the contract), for any period, as decided by CCS.

#### Supplier Review Meetings

3.9 Regular performance review meetings will take place at CCS’s premises, or as directed by CCS, throughout the Framework Contract Period (**"Supplier Review Meetings"**) at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.

3.10 The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.

3.11 CCS may ask the Supplier to discuss any instances known to the Supplier where any Other Contracting Authority decided not to use this Framework Contract for their order.

3.12 The Supplier Review Meetings shall be attended, as a minimum, by CCS Authorised Representative(s) and the Supplier Framework Manager.

### 4 How the Supplier’s Performance will be measured

4.1 The Supplier’s performance will be measured by the following Performance Indicators

(“PI”):

|  |  |  |
| --- | --- | --- |
| **Performance Indicator (PI)** | **PI Target** | **Measured by** |
| **Contract Management**  Respond to CCS for any Framework management matters | ≥ 95% | Responding to correspondence (email or phone) from CCS within 2 Working Days  Resolving issues raised within 5  Working Days |
| Provide a report to detail the number of  Call-Off Contract variations within each Quarter | 100% | Provision of the report 2 weeks after the end of each |
|  |  | Quarter |
| **Management Information**  Complete, accurate MI template to be returned to CCS by the Reporting Date | 100% | Complete and accurate MI template submitted to CCS by the Reporting Date |
| Management Charges to be paid within 30 calendar days from date of invoice issue | 100% | Confirmation of payment received by CCS within 30 calendar days |
| Provide accurate and full breakdown of pricing for Services within 14 Working Days of a request from CCS | 100% | Confirmation of receipt of full and  accurate information by CCS |
| Provide accurate and full information when requested by CCS for pricing calculations relating to a fixed or capped price bid under a Call-Off Contract | 100% | Confirmation of receipt of full and  accurate information by CCS |
| **Customer Service**  Customer satisfaction | Customer  satisfaction of 90% or above | % of responders who are satisfied or better at the end of SOW/ customer  satisfaction report. The Buyer may use the Balanced Scorecard to score their satisfaction against Supplier’s performance during that SOW. |
| Responsiveness to Further Competitions | ≥ 95% per quarter | Responding to further competitions issued via the Framework (at shortlisting stage). |

4.2 The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.

4.3 CCS shall have the right to request copies of any contract performance related information shared between a Buyer and Supplier under any Call-Off Contract including but not limited to Service Levels and Balanced Scorecards. CCS will notify the Buyer when such requests are in progress.

4.4 CCS reserves the right to adjust, introduce new, or remove PIs throughout the

Framework Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.

4.5 CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

### 5 What the Supplier must do to measure their performance

5.1 The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):

5.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;

5.1.2 developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.

5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

5.4 CCS may ask for a Rectification Plan and suspend the Supplier from taking part in subsequent Further Competitions under the Framework Contract if the Supplier:

5.4.1 fails to meet any of the key performance indicators (“KPIs”) that are Material KPIs or Service Levels as detailed in a Call-Off Contract on at least 3 occasions within a 12month rolling period

5.4.2 demonstrates poor performance of a Call-Off Contract, evidenced through Buyer feedback to CCS that the Supplier has scored a ‘red’ status on any one of the agreed Material KPIs, on at least 2 occasions within a Contract Period, or within a period of 3 months (whichever is the earlier).

5.5 This Rectification Plan must clearly detail the improvements and associated timeframes that the Supplier intends to meet to achieve the KPIs and/or 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 Call-Off Contract in accordance with Clause 10.4 of the Core Terms.

### 6 What to do if CCS and the Buyer can’t agree about the performance

6.1 In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

6.2 In cases where CCS Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

### 7 Marketing

7.1 The Supplier shall ensure that a person is appointed as Supplier Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

#### How the Supplier must contribute to CCS publications

7.2 The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.

7.3 Such information shall be provided in such form and at such time as CCS may request.

7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

#### What Suppliers can say in its own publications

7.5 All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the CCS branding guidance at: [https://www.gov.uk/government/publications/crown-commercial-service-supplier-logoand-brand-guidelines](https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines)

7.6 The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.

7.7 The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.

7.8 The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified to its reasonable satisfaction within one (1) Month of receipt of such notice, shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

### 8 Where CCS might oversee parts of the Call-Off Contracts

8.1 CCS shall have oversight of certain contract management processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:

8.1.1 Call-Off Schedule 3 (Continuous Improvement);

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

8.1.3 Call-Off Schedule 9 (Security); and

8.1.4 Call-Off Schedule 16 (Benchmarking).

(the "Supported Schedules")

#### How the Supplier must support CCS involvement

8.2 The Supplier shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:

8.2.1 provision of information;

8.2.2 allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify the Supplier from time to time; and

8.2.3 such other matters as CCS may notify to the Supplier from time to time.

#### Where CCS might manage the process for Buyers collectively

8.3 In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:

8.3.1 Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:

1. adopt a policy of continuous improvement in relation to the Deliverables;
2. create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.

8.3.2 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:

1. create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
2. notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call-Off Contracts.

8.3.3 Call-Off Schedule 9 (Security) - the Supplier shall:

1. create and hold a template Security Management Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
2. notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS and/or Buyers may reasonably require to coordinate the application of Security Plans across all Call Off Contract.

8.3.4 Call-Off Schedule 16 (Benchmarking) - the Supplier:

1. shall notify CCS in the event that any benchmarker is appointed in respect of any Call-Off Contract and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call-Off Contracts;
2. shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible
3. agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).

## Framework Schedule 5 (Management Charges and Information)

### 1 How to provide management information to CCS

1.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI

Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.

1.2 The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

### 2 Reporting period

2.1 MI Reports must be completed and returned to CCS by the fifth Working Day of every Month during the framework period and thereafter until all transactions relating to calloff contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.

2.2 In an MI Report, the Supplier should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

### 3 Submitting the information

3.1 MI Reports shall be completed electronically and uploaded to the CCS data submission service at: [https://www.reportmi.crowncommercial.gov.uk](https://www.reportmi.crowncommercial.gov.uk/)

3.2 MI Reports must be completed in pounds sterling unless CCS has given prior written consent to the use of another currency.

3.3 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.

3.4 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.

3.5 The Supplier shall:

3.5.1 promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;

3.5.2 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

3.5.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.5.

### 4 How CCS can use the Management Information

4.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

4.1.1 use and to share with any Buyer, Other Contracting Authority and Central Government Bodies; and/or

4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),any Management Information supplied to CCS for CCS’ normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

4.2 CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.

4.3 Following receipt of the completed MI Report, CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

### 5 Paying the Management Charge

5.1 The Management Charge excludes VAT which is payable on provision of a valid VAT invoice.

5.2 The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

1. **What happens if the Management Charge is not paid?** 
   1. Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:
      1. issuing the supplier with reminders that an invoice payment is due and/or overdue;
      2. charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
      3. suspending the supplier from the agreement until such time that overdue invoices are paid; and/or
      4. terminating this Contract.
2. **What happens if the Management Information is wrong?** 
   1. If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
   2. Following an **MI Failure**, CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

#### Meetings

7.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

#### Admin fees

7.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.

7.5 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Contract.

1. **What happens if Management Information Reports are not provided?** 
   1. If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:
      1. charge and the Supplier shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
      2. suspend the Supplier from the agreement until such time that deficient MI reports(s) are rectified; and/or
      3. terminate this Contract.
   2. The Default Management Charge shall be the higher of:
      1. the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
      2. the sum of five hundred pounds (£500).
   3. If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
      1. the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
      2. the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

### Annex: MI Reporting Template

MI Reports shall be completed electronically and uploaded to the CCS data submission service at: [https://www.reportmi.crowncommercial.gov.uk](https://www.reportmi.crowncommercial.gov.uk/)

The Digital Outcomes and Specialists 5 (RM1043.7) [MI reporting template](https://www.contractsfinder.service.gov.uk/Notice/Attachment/591f2ba8-4832-4a74-b7a9-39c503f40b13) can be downloaded from Contracts Finder.

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

### Order Form

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

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off

Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: 15410

(Suppliers reference SO-018738)

Call-Off Title: AI and Autonomous Systems Experimentation Hub: Agile Delivery partner

Call-Off Contract Description:

The Agile AI delivery partner will provide a flexible and scalable AI development capability to supplement the in-government expertise provided by DSTL, providing the MOD with the capacity and skills required to deliver AI and AS concepts sustainably and at scale

The Buyer: Dstl

Buyer Address: Redacted under FOIA Section 40, Personal Information

The Supplier: Kainos Software Limited

Supplier Address: Redacted under FOIA Section 40, Personal Information

Registration Number: Redacted under FOIA Section 40, Personal Information

DUNS Number: Redacted under FOIA Section 40, Personal Information

#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 14 october 2021 It’s issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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

#### 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) RM1043.7
3. The following Schedules in equal order of precedence:
   * Joint Schedules for RM1043.7 o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information) o Joint Schedule 6 (Key Subcontractors) o Joint Schedule 10 (Rectification Plan) o Joint Schedule 11 (Processing Data) RM1043.7

* + Call-Off Schedules for RM1043.7 o Call-Off Schedule 1 (Transparency Reports) o Call-Off Schedule 2 (Staff Transfer) o Call-Off Schedule 3 (Continuous Improvement) o Call-Off Schedule 5 (Pricing Details and Expenses Policy)

o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) o Call-Off Schedule 7 (Key Supplier Staff) o Call-Off Schedule 9 (Security) o Call-Off Schedule 10 (Exit Management) o Call-Off Schedule 13 (Implementation Plan and Testing) o Call-Off Schedule 17 (MOD Terms) o Call-Off Schedule 18 (Background Checks) o Call-Off Schedule 20 (Call-Off Specification) o Call-Off Schedule 26 (Cyber Essentials Scheme)

1. CCS Core Terms (version 3.0.9)
2. Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
3. 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: Section not used

Call-Off Start Date: TBC

Call-Off Expiry Date: 31/03/2023

Call-Off Initial Period: One year 4 months

Call-Off Optional Extension Period: 4 months

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: £7,380,000.00 + an option to increase by £1,476,000.00, this does not represent guaranteed spend and is subject to contract

**Call-Off Deliverables**

Deliverables as defined in individual statements of work throughout

#### 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:

#### Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 is £1,200,000.00

The Estimated Year 2 charges used to calculate liability in the second Contract Year is £6,180,000.00.

#### Call-Off Charges

1 Time and Materials (T&M)

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.

#### Reimbursable Expenses

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

#### Payment Method Buyer’s Invoice Address

[Redacted under FOIA Section 40, Personal Information].

#### Buyer’s Authorised Representative

[Redacted under FOIA Section 40, Personal Information].**Buyer’s Environmental Policy** https://www.gov.uk/government/publications/dstl-environmental-sustainability-policystatement

#### Supplier’s Authorised Representative

#### [Redacted under FOIA Section 40, Personal Information].

#### Supplier’s Contract Manager

[Redacted under FOIA Section 40, Personal Information].

**Progress Report Frequency**

To be agreed during mobilisation

**Progress Meeting Frequency**

To be agreed during mobilisation

#### Key Staff

[Redacted under FOIA Section 40, Personal Information].

#### Key Subcontractor(s)

FACULTY SCIENCE LIMITED

ACTICA CONSULTING LIMITED

#### Commercially Sensitive Information: N/A Balanced Scorecard: N/A Material KPIs

The following Material KPIs shall apply to this Call-Off Contract:

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

#### KPI 1 Timeliness of Management Reporting

**Significance:** This data drives the monthly and/or quarterly meetings, comprising the principal data dashboard for the project.

**Definition**: This KPI shall be measured at 6 monthly intervals1. This KPI assesses timeliness of provision by the Contractor of the monthly management report. The report shall include spend and forecast information, for each SOW level task. The format of the report and delivery dates will be agreed within one month of contract start.

|  |  |  |
| --- | --- | --- |
| Mark | Score | Measured |
| Very High | 4 | All reports delivered by agreed date.2 |
| High | 3 | 5 out of 6 reports (per 6 month period) delivered by the agreed date |
| Medium | 2 | 4 out of 6 reports (per 6 month period) delivered by the agreed date |
| Low | 1 | 3 or less reports (per 6 month period) delivered by the agreed date |

Note 1: 3 reviews are expected throughout the duration of the contract.

Note 2: Dates for monthly meetings are to be agreed within 1 month of contract start.

#### KPI 2 Timeliness of Deliverables

**Significance:** Deliverable material submitted by the Contractor into the Authority is a key part of the programme delivery. This KPI measures against formal “final” submission of a deliverable and does not apply to informal review cycles of draft deliverables.

**Definition**: This KPI shall be measured at 6 monthly intervals. This KPI assesses the provision by the Contractor of deliverables at the agreed time. Delivery dates and frequency shall be agreed and where the date or frequency is changed by mutual agreement then the original dates will be superseded by the revised delivery date.

|  |  |  |
| --- | --- | --- |
| Mark | Score | Measured |
| Very High | 4 | All Deliverables submitted on agreed date. |
| High | 3 | More than 90% of all Deliverables submitted on agreed date. |
| Medium | 2 | 80%-90% of all Deliverables submitted on agreed date. |
| Low | 1 | Less than 80% of all Delverables submitted on agreed date. |

#### KPI 3 Quality of Deliverables

**Significance:** Deliverable material submitted by the Contractor into the Authority is a key part of the project delivery. This KPI measures against formal “final” submission of a deliverable and does not apply to informal review cycles of draft deliverables.

**Definition:** This KPI shall be measured at 6 monthly intervals. The KPI relates to final versions of deliverables that the Authority has agreed and accepted to pay the invoice for. A deliverable can be rejected on grounds of both technical and grammatical errors.

|  |  |  |
| --- | --- | --- |
| Mark | Score | Measure |
| Very High | 4 | Deliverables accepted at first time. |
| High | 3 | More than 95% of all of Deliverables accepted at first time. |
| Medium | 2 | More than 90% of all of Deliverables accepted at first time. |
| Low | 1 | Less than 90% Deliverables accepted at first time. |

#### KPI 4 Tasking Process Time (response to Dstl SOR)

**Significance:** Contractor turnaround time for responding to Dstl Statements of Work (SOR) will be a measure of the Contractor’s responsiveness and flexibility to requirements.

**Definition:** This KPI shall be measured and reported at 6 month intervals and will be calculated from the individual Task KPI score and the average of these over the 6 month period i.e. Individual Task Scores 1, 4, 0, 3, 2 the average score (1+4+0+3+2)/5= 2.

The target time to provide a completed response to a submitted SOW is within 20 working days (excluding any time awaiting answers to clarification questions).

|  |  |  |
| --- | --- | --- |
| Mark | Score | Measure |
| Excellent | 4 | Time for response to new SOR (submitted Proposal) is 10 days or less. |
| Very Good | 3 | Time for response to new SOR (submitted Proposal) is greater than 10 days and equal to, or less than, 12 days |
| Mark | Score | Measure |
| Good | 2 | Time for response to new SOR (submitted Proposal) is greater than 12 days and equal to or less than 15 days |
| Acceptable | 1 | Time for response to new SOR (submitted Proposal) is greater than 15 days and equal to, or less than, 20 days |
| No Score | 0 | Response to new SOR is greater than 20 days |

**Additional Insurances:**

Not Applicable

**Guarantee**

Not applicable

**Social Value Commitment**

Not applicable

#### 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.

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

Signature:

Name:

Role:

Date:

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

Signature:

Name:

Role:

Date:

**Appendix 1**

To be agreed between the Buyer and the Supplier

### Annex 1 (Template Statement of Work)

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

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

#### 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background**: [**Insert** details of which elements of the Deliverables this SOW will address]

**Delivery phase(s)**: [**Insert** item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement**: [**Insert** details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

3 **Buyer Requirements – SOW Deliverables** **Outcome Description:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due Date** |
| MS01 |  |  |  |
| MS02 |  |  |  |

**Delivery Plan:**

**Dependencies:**

**Supplier Resource Plan:**

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

#### [Insert if necessary] ]

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

[**Insert** any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)] Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

|  |  |  |
| --- | --- | --- |
| Material KPIs | Target | Measured by |
|  |  |  |
|  |  |  |

[**Insert** Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard]

**Additional Requirements:**

**Annex** **1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Role** | **Key Staff** | **Contract Details** | **Employment / Engagement Route (incl. inside/outside IR35)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

[**Indicate**: whether there is any requirement to issue a Status Determination Statement] **SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref.** | **Type of Information** | **Which Services does this requirement apply to?** | **Required regularity of Submission** |
| 1. | [**insert**] |  |  |
| 1.1 | [insert] | [insert] | [insert] |

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

● [Capped Time and Materials]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

**Rate Cards Applicable:**

[**Insert** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.] Reimbursable Expenses:

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

[Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

#### 5 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:

Title:

Date:

Signature:

For and on behalf of the Buyer Name:

Title:

Date:

Signature:

### Annex 1 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint

Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

|  |  |
| --- | --- |
| Description | Details |
| Identity of Controller for each Category of Personal Data | The Relevant Authority is Controller and the Supplier is Processor  The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation,  the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:   * [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]   The Supplier is Controller and the Relevant Authority is Processor  The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:   * [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]   The Parties are Joint Controllers  The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:   * [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]   The Parties are Independent Controllers of Personal Data  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:   * Business contact details of Supplier Personnel for which the Supplier is the Controller, * Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller, * [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on |

|  |  |
| --- | --- |
|  | receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with  Personal Data for which it is already Controller for use by the Relevant Authority]  [Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified] |
| Duration of the Processing | [Clearly set out the duration of the Processing including dates] |
| Nature and purposes of the Processing | [Be as specific as possible, but make sure that you cover all intended purposes.  The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.  The purpose might include: employment processing, statutory obligation, recruitment assessment etc.] |
| Type of Personal Data | [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.] |
| Categories of Data Subject | [Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.] |
| 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 | [Describe how long the data will be retained for, how it be returned or destroyed] |

## Framework Schedule 7 (Call-Off Award Procedure)

### Part 1: Order Procedure 1 How a Call-Off Contract is awarded

1.1 If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.

1.2 Where a Further Competition Procedure is undertaken and the potential Buyer:

1.2.1 requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or

1.2.2 needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations; then the Buyer may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 2 below and enter into a Statement of Work in accordance with Paragraph 6 below.

### 2 How a further competition works

#### What the Buyer has to do

2.1 The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:

2.1.1 develop a Statement of Requirements setting out its requirements for the

Deliverables over the Contract Period. This must include the evaluation method and criteria for assessing Suppliers against the Statement of Requirements, together with a timetable for the evaluation process. The timetable will consider the complexity of both the requirements and the evaluation method being used and will allow enough time for Suppliers to respond. The timetable will include:

1. the tender submission due date
2. the date range for any subsequent evaluation stages
3. any security clearance requirements

2.1.2 define whether the requirement is for resource or for a managed service (for further information see Buyer’s Guidance). For a ‘resource’ requirement the Buyer shall issue the Supplier and all its Key Staff defined as Off-Payroll Workers with a Status Determination Statement that describes the IR35 status of each Supplier key role / position being engaged;

2.1.3 amend or refine the Deliverables to reflect its requirements by using the Order Form and the Statement of Work only to the extent permitted by and in accordance with the requirements of the Regulations;

2.1.4 produce a list of capable Suppliers that meet their requirements, which may be generated using information provided by Suppliers in their Framework Tender as disclosed in the Digital Marketplace;

2.1.5 publish the Statement of Requirements and evaluation process to the list of capable Suppliers and invite Suppliers to submit tenders in accordance with the Further

Competition Procedure for its Deliverables in accordance with the Regulations. The Suppliers’ tenders must include answers to a number of questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. Essential questions must have a clearly defined pass/fail threshold;

2.1.6 review the list of Suppliers who submitted a tender and said they could meet all essential criteria. The Buyer may create a shortlist by asking Suppliers who meet all the essential criteria and any qualitative questions relating to the Statement of Requirements;

2.1.7 where the Buyer does shortlist Suppliers under 2.1.6 the Buyer shall undertake a further evaluation of all those shortlisted. This can include any of the evaluation methods published in the Statement of Requirements. A further evaluation stage may include, but is not limited to:

1. providing a work history or supporting statement
2. providing a written proposal
3. providing a case study or evidence of previous work
4. a presentation
5. a scenario or test
6. an interview
7. providing a reference

2.1.8 Where 2 or more Suppliers have the same score, the Buyer will:

1. use the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken, or
2. require the tied Suppliers to provide best and final offers.

2.1.9 on the basis set out above, and after undertaking financial due diligence of the provisional successful Supplier, where the Buyer is satisfied with the level of due diligence undertaken it may award its Call-Off Contract to the successful Supplier in accordance with Paragraph 5. The Call-Off Contract shall:

1. state the Deliverables;
2. state the tender submitted by the successful Supplier;
3. state the charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
4. incorporate the terms of the Order Form and Contract (as may be amended or refined by the Buyer in accordance with Paragraph 2.1.3. above) applicable to the Deliverables.

2.1.10 provide unsuccessful Suppliers and those not shortlisted (if applicable) with written feedback in relation to the reasons why their tenders were unsuccessful, in line with the Regulations.

#### What the Supplier has to do

2.2 The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 2.1.3 above, provide the Buyer with:

2.2.1 the full details of its tender made in respect of the relevant Statement of

Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:

1. a written response subject line to comprise unique reference number and

Supplier name, so as to clearly identify the Supplier;

1. a brief summary, in the written response (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
2. a proposal covering the Deliverables;
3. its specific proposals in response to the Buyer’s first Statements of Work included as part of the Further Competition Procedure;
4. CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
5. confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).

2.2.2 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the charging structure and take into account any discount to which the Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices).

2.2.3 The Supplier agrees that:

1. all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 2 shall remain open for acceptance by the Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer in accordance with the Call-Off Procedure); and
2. all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
   * 1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
     2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

2.3 Suppliers may, during the Further Competition Procedure and prior to the clarification deadline set by the Buyer, ask clarification questions relating to the Buyer’s requirements. The Buyer will specify how clarification questions can be asked and responded to. Questions and responses will be anonymised and made available to all Suppliers.

### 3 No requirement to award

3.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2, the Supplier acknowledges and agrees that:

3.1.1 the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.

3.1.2 the Buyer shall, except for the execution of the first Statement of Work, be entitled at all times to decline to make an award of its Deliverables and nothing in this Contract shall oblige the Buyer to award any further Statements of Work.

### 4 Who is responsible for the award

4.1 The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract (and each Statement of Work under it) and that CCS is not responsible or accountable for and shall have no liability whatsoever (including checking whether the engagement of workers meets the rules for working off-payroll (known as ‘outside IR35’)), except where it is the Buyer, in relation to:

4.1.1 the conduct of Buyer in relation to this Contract; or

4.1.2 the performance or non-performance of any Call-Off Contracts (including each Statement of Work under them) between the Supplier and Buyer entered into pursuant to this Contract.

### 5 Awarding and creating a Call-Off Contract

5.1 Subject to Paragraphs 1 to 4 above and 7, a Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Buyer in accordance with Paragraph 2.1.3 above) of the Order Form template set out in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

5.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 5 shall not constitute a Call-Off Contract under this Contract.

5.3 On receipt of an order form as described in Paragraph 5.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.

5.4 On receipt of the countersigned Order Form from the Supplier, the Buyer shall send

(including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.

### 6 Creating a Statement of Work

6.1 Subject to Paragraph 5 above, a Buyer may execute a statement of work with the Supplier by sending (including electronically) a signed Statement of Work substantially in the form (as may be amended or refined by the Buyer (in accordance with Paragraph 2.1.3 above) of the Statement of Work Template set out in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

6.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Statement of Work) which is not as described in this Paragraph 6 shall not constitute a Statement of Work under this Contract.

6.3 On receipt of a statement of work as described in Paragraph 6.1 from a Buyer the

Supplier shall accept the Statement of Work by promptly signing and returning (including by electronic means) a copy of the statement of work to the Buyer concerned.

6.4 On receipt of the countersigned Statement of Work from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Statement of Work shall be formed with effect from the SOW Start Date stated in the Statement of Work.

### 7 Non-Participation and Supplier Misconduct

7.1 Where a Supplier fails to:

7.1.1 participate in any Further Competition Procedure for any 3 Month consecutive period; or

7.1.2 fails to notify CCS of their reasons for not participating or withdrawing from participating in any Further Competition Procedure; then CCS may suspend the Supplier’s ability to enter into any new Call-Off Contracts during the CCS stated period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed and may enter into new Statement of Works under it.

7.2 Where a Supplier:

7.2.1 falsely responds to a Further Competition Procedure, for example, by responding

“yes” to a “must have” question or requirement that it cannot fulfil; or 7.2.2 tries to renegotiate the terms of the Call-Off Contract following award;

(hereafter “Misconduct”) then:

1. CCS may suspend (for any period) the Supplier’s ability to enter into any new Call-Off Contracts during this period, and a Buyer may exclude that Supplier from any Further Competition Procedures. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contacts that have already been signed and may enter into new Statements of Work under it.
2. CCS may terminate the Framework Contract it has with the Supplier, and a Buyer may terminate any Call-Off Contract it has with that Supplier.

### Part 2: Award Criteria

1. This Part 2 lays out award criteria for further competition (Annex A) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of most economically advantageous tender ("MEAT").

### Annex A: Further Competition Award Criteria

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

#### Lot 1: Digital Outcomes, Further Competition Procedure, Award Criteria

|  |  |
| --- | --- |
| **Criteria** | **Weighting range (%)** |
| Technical merit and functional fit | 10 to 75 |
| Cultural fit | 5 to 20 |
| Price | 20 to 85 |
| TOTAL | 100% |

#### Lot 2: Digital Specialists, Further Competition Procedure, Award Criteria

|  |  |
| --- | --- |
| **Criteria** | **Weighting range (%)** |
| Technical merit and functional fit | 10 to 75 |
| Cultural fit | 5 to 20 |
| Price | 20 to 85 |
| TOTAL | 100% |

#### Lot 3: User Research Studios, Further Competition Procedure, Award Criteria

|  |  |
| --- | --- |
| **Criteria** | **Weighting range (%)** |
| Technical merit and functional fit | 15 to 75 |
| Price | 25 to 85 |
| TOTAL | 100% |

#### Lot 4: User Research Participants, Further Competition Procedure, Award Criteria

|  |  |
| --- | --- |
| **Criteria** | **Weighting range (%)** |
| Technical merit and functional fit | 10 to 70 |
| Availability | 10 to 70 |
| Price | 20 to 80 |
| TOTAL | 100% |

Framework Schedule 8 (Self Audit Certificate)

## Framework Schedule 8 (Self Audit Certificate)

[**Supplier** **guidance**: You must ensure that this this annual certificate is completed and sent to the CCS Authorised Representative at the end of each Contract Year]

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract RM1043.7 Digital Outcomes and Specialists 5, entered into on **[Insert** Framework Start Date dd/mm/yyyy] between Kainos Software Limitedand CCS, we confirm the following:

1. In our opinion based on the testing undertaken Kainos Software Limited is successfully identifying, recording and reporting on Framework Contract activity.
2. We have tested a sample of 10 Orders and related invoices during our audit for the Contract Year ending **[Insert** dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.
3. We have tested a sample of 10 Orders and related invoices:
   * for the same or similar Deliverables
   * for the UK public sector
   * not supplied under the Framework Contract
   * during our audit for the Contract Year ending **[Insert** dd/mm/yyyy]

We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.

1. We attach an audit report which details:
   * the methodology used of the review
   * the sampling techniques applied
   * details of any issues identified
   * remedial action taken

Name:

Signed:

**[Head of Internal Audit/ Finance Director/ External Audit firm]** Date:

Professional Qualification held by Signatory:

**Certificate Of Completion**

Status: Completed

Subject: Please DocuSign: [REDACTED – DEFENCE]

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| Document Pages: 149 Signatures: 2 | | Redacted under FOIA Section 40, Personal Information |
| Certificate Pages: 3 Initials: 0 | | Redacted under FOIA Section 40, Personal Information |
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| **Agent Delivery Events** | **Status** | **Timestamp** | |
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| **Intermediary Delivery Events** | **Status** | **Timestamp** | |
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| **Electronic Record and Signature Disclosure:**  Not Offered via DocuSign  Redacted under FOIA Section 40, Personal Information  **Electronic Record and Signature Disclosure:**  Not Offered via DocuSign |  | Sent: 11/26/2021 4:43:44 PM  Resent: 11/26/2021 4:43:48 PM |
| **Witness Events** | **Signature** | **Timestamp** |
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| **Notary Events** | **Signature** | **Timestamp** |
|  |  |  |
| **Envelope Summary Events** | **Status** | **Timestamps** |
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| Certified Delivered | Security Checked | 11/26/2021 4:27:29 PM |
| Signing Complete | Security Checked | 11/26/2021 4:43:39 PM |
| Completed | Security Checked | 11/26/2021 4:43:44 PM |
| **Payment Events** | **Status** | **Timestamps** |
| **Electronic Record and Signature Disclosure** | |  |

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