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

## Order Form

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| CALL-OFF REFERENCE: | **Con_29026 /** Supplier reference: |
| CALL-OFF TITLE: | Infrastructure and Platforms – Infrastructure Services |
| CALL-OFF CONTRACT DESCRIPTION: | This contract will provide Infrastructure capability and expertise for a broad range of projects in the Department for Education (DfE, the Buyer), across multiple alpha, beta and live Developments.<br><br>Infrastructure & Platforms (I&P) Infrastructure Services (IS) runs several pre-defined, outcome based, small to medium sized projects and programmes designed to improve the service provided to the Department each year. On occasion, I&P IS also runs un-planned projects, responding to urgent un-anticipated departmental demand.<br><br>This contract will mainly be used by the Infrastructure and Platforms team in the DfE but can also be used by any digital, data and technology (DDT) delivery portfolio or enabling team, and (with agreement) other DfE teams, at short notice, to support immediate Development outcome requirements. |
| THE BUYER: | Secretary of State for Education |
| BUYER ADDRESS | Sanctuary Buildings. **Great Smith Street. London SW1P 3BT** |
| THE SUPPLIER: | UBDS IT Consulting Limited |
| SUPPLIER ADDRESS: | Level 1 Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, TN4 8BS |
| REGISTRATION NUMBER: | [redacted] |
| DUNS NUMBER: | [redacted] |
| SID4GOV ID: | N/A |

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14/11/2025. It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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(S):**

Lot 1 - Digital Programmes

**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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6263
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 7 (Financial Difficulties)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 (Supply Chain Visibility)
  - Joint Schedule 13 (Cyber Essentials)

- Call-Off Schedules for RM6263
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14A (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)

- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 25 (Ethical Walls Agreement)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

## CALL-OFF SPECIAL TERMS

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

### Special Term 1

To supplement existing provisions, the Supplier will comply with the following additions:

1.1. All supplier staff working on services in relation to this contract will need to undertake as a minimum, a BPSS.

1.2. The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, is entirely at the Buyer's sole discretion

1.3. The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff, in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who disclose a Relevant Conviction (either spent or unspent),or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.

1.4. Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to the clause 1.2 and/or 1.3 above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified.

1.5. Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.

| Term | Definition |
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| **Conviction** | Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order. |
| **Relevant Conviction** | Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer. |

**Special Term 2**

2.1. For any Statements of Work, the Primary Location will be specified in the Statement of Work (Primary Location).

2.2. Travel will only be paid where Supplier staff are required to attend a Primary Location that differs from the individual Supplier staff's "Nominated Local DfE Site". Some work may be UK wide and travel may be required to other DfE offices

2.3. When travel to other DfE sites is required, all costs incurred must comply with the prevailing DfE Travel and Subsistence policy. Parking is not available on DfE sites.

2.4. Should base location vary it will be outlined and agreed upon the individual statements of work.

**Special Term 3**

3.1. The latest start date will be outlined in each individual Statement of Work. Except for in exceptional circumstances, and as agreed with the buyer.

3.2. The Buyer has the right to terminate any Statement of Work issued in accordance with this Call-Off Contract at any time, without reason, with five working days' written notice to the Supplier. The notice period shall be given in writing. The receiving party must acknowledge receipt of notice within 24 hours.

**Special Term 4**

4.1. Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.

4.2. Contractors must not take any departmental equipment abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Department on an individual basis.

4.3. All work must be conducted in line with the Buyer's security policy and securely within

in the United Kingdom.

**Special Term 5**

5.1. The Supplier shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person solicit, entice or induce, or endeavour to solicit, entice or induce, any employees of the Buyer who are employed or engaged in the performance of the Services with a view to employing or engaging the employee of the Buyer during the Call-Off Contract Period and for a period of 9 months thereafter.

5.2. Notwithstanding clause 5.1 the Supplier may employ or engage any employees of the Buyer which have responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the Supplier or via an advertisement placed publicly by the Supplier (either in the press, social media, online or in trade and industry publications).

**Special Term 6:**

6.1. Suppliers must agree to all DFE security clearance policies and processes. Suppliers must comply with the Regulation (GDPR) Regulation May 2018; the (DPA) Act 2018, the Law Enforcement Directive and any subsequent amendments/changes to date including providing sufficient guarantees to meet the requirements of GDPR in line with Procurement Policy Note (PPN) 02/18 May 2018 which updates PPN 03/17.

**Special Term 7:**

7.1 The Supplier shall ensure Key Staff have a command of spoken and written English that is sufficient to enable effective performance of their role in the delivery of the Supplier's obligations under the Order Form. As a minimum, Key Staff shall have proficiency in English equivalent to the Common European Framework for Languages C2 certificate. The Supplier shall provide evidence of proficiency in English, within 10 Working Days of any request by the Buyer. In any Statement of Work, the Buyer may require (i) alternative minimum proficiency in English for one or more Key Roles, including increased proficiency beyond the Common European Framework for Languages C2 certificate, or (ii) advance evidence of proficiency in English. 8.2 If, in the opinion of the Buyer, Key Staff fail to meet the applicable proficiency requirements, the Buyer may require English language training. The Supplier shall ensure the Key Staff complete such training in line with the Buyer's reasonable instructions, including the level, any required minimum outcomes and timing. The Buyer shall not be liable for the cost of such training or any costs the Supplier may incur to continue to meet its obligations under the Order Form, for example, additional Supplier Staff costs to manage transfers of responsibilities or continued provision of the Deliverables. This option of the Buyer is without prejudice to Schedule 7 (Key Supplier Staff) and does not limit or exclude the same

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| **CALL-OFF START DATE:** | 17/11/2025 (17th November 2025) |
| **CALL-OFF EXPIRY DATE:** | 16/11/2027 (24th November 2027) |
| **CALL-OFF INITIAL PERIOD:** | Two Years (24-months) |
| **CALL-OFF OPTIONAL EXTENSION PERIOD:** | Option to extend by up to 25% of the initial contract period (6-months) |
| **MINIMUM NOTICE PERIOD FOR EXTENSION(S):** | 1 Month |
| **CALL-OFF CONTRACT VALUE:** | Up to a maximum of £6,900,000 ex VAT. The buyer does not guarantee a minimum spend.<br><br>Up to £1,730,000 ex VAT for the extension period. |
| **CHARGING BASIS** | Default charging basis will be Capped Time and Materials, however for any Statement of Work, the following options may be also be applied<br>(1) Incremental Fixed Price;<br>(2) Time and Materials (T&M);<br>(3) Fixed Price;<br>(4) Milestone Payments or<br>(5) A combination of two or more of the above Charging methods. |
| **KEY SUB-CONTRACT PRICE:** | N/A |

**CALL-OFF DELIVERABLES**

See details in Document 3 - Call-Off Schedule 20 (Call-Off Specification)

**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 set out in Framework Schedule 1 (Specification).

**CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

**MAXIMUM LIABILITY**

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £3,450,000 **(**Estimated Charges in the first 12 Months of the Contract).

## CALL-OFF CHARGES

For any Statement of Work, the following options may be applied
(1) Capped Time and Materials (CTM);
(2) Incremental Fixed Price;
(3) Time and Materials (T&M);
(4) Fixed Price; or
(5) A combination of two or more of the above Charging methods.

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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

[redacted]

## PAYMENT METHOD

Electronic BACS Transfer – The Supplier will issue electronic invoices monthly in arrears by the 5th working day of each month for services/outputs delivered and accepted by the Buyer as detailed in the Statement of Work for each work package. The Buyer will make payment of the invoice within 30 days of receipt of a valid invoice.

A copy of the invoice must also be sent to the Department for Education Digital and Technology Contracts Team and the Buyer specified within the SoW/Purchase Order.

All queries regarding payments or the settlement of the invoices will be directed to the Buyer named in the SoW/Purchase Order.

General Invoice and payment queries must not be directed to the Contract Manager.

## BUYER'S INVOICE ADDRESS

Invoices will be sent to [redacted]

All invoices must quote a valid Purchase Order Number and SoW reference relating to each Statement of Work to ensure prompt payment in accordance with terms.

## BUYER'S AUTHORISED REPRESENTATIVE

John Baldwin

## BUYER'S ENVIRONMENTAL POLICY

### Commercial Policy Guidance – Environmental Policy in Procurement

**Overview**
The Department for Education recognises that the delivery of its operations inevitably impacts on the environment in a number of ways, for example, through the generation of waste and the use of energy for heating and lighting. Through the DfE's Sustainability and Climate Change Strategy, it aims to respond and adapt to the effects of climate change, thus ensuring that our business operation is undertaken in such a manner as to have a positive impact on the environment and achieve biodiversity net gain.

**DfE's Sustainability and Climate Change Strategy**
The DfE published a strategy in April 2022, which sets out ambitious activity to respond to recommendations for education from the Committee for Climate Change, the Dasgupta Review, Green Jobs Taskforce report and supports the delivery of the Government's 25 Year Environment Plan and Net Zero Strategy.

**Greening Government Commitments**
The Greening Government Commitments set out the actions UK government departments and their agencies undertook to reduce their impacts on the environment in the period 2016 to 2020 and their Commitments for the period 2021 to 2025.
Individual departments are required to publish their own sustainability reports either as part of their annual report, or as separate reports. The latest report for DfE can be found here.
The DfE is committed to minimising the impact of its activities on the environment throughout all its procurement supply chains.

**The Social Value Act**
In line with The Social Value Act using The Social Value Model, Environmental Criteria may be included, where appropriate, in our tender document sets.
Any social value benefit proposed by tenderers must relate to additional improvements in the economic, social and/or environmental wellbeing of the relevant area to be delivered through the contract, and not replace the assessment and management of the environmental impacts of the core contract elements (direct and through the supply chain) and how they can be reduced, which must instead form a part of the core tender (i.e., not the social value element)
The social value 'Reporting Metrics' are based around the reduction of three of the target areas in the Greening Government Commitments: greenhouse gases, waste and water. In addition, there are Reporting Metrics relating to protecting and improving the environment and creating green spaces.

**Sustainable procurement: the Government Buying Standards (GBS)**
The DfE will make sure that we meet the minimum mandatory Government Buying Standards (GBS) standards on Sustainability when buying goods and services. We encourage our suppliers to meet, where possible, the best practice standards, which go further than the mandatory standards.

**Greening government: ICT and digital services strategy 2020 to 2025**
This strategy sets out how the government will work in partnership with industry and other sectors to provide ICT and digital services to help:

- achieve the United Nation's Sustainable Development Goals

- implement Defra's 25 Year Environment Plan
- meet the government's net zero commitments

The strategy is to be used by everyone involved and interested in government ICT and digital services, including suppliers and supply chains.

**Taking account of Carbon Reduction Plans in the procurement of major government contracts**

In 2019, the UK became the first major economy to adopt a legal commitment to achieve 'Net Zero' carbon emissions by 2050. To support this, the Government Commercial Function has developed a new commercial policy measure for all central government departments and arm's length bodies.

This measure requires suppliers bidding for major government contracts to commit to achieving Net Zero by 2050 when procuring goods and/or services and/or works with an anticipated contract value above £5 million per annum (excluding VAT) by publishing a 'Carbon Reduction Plan' and to provide their current GHG emissions. This is subject to the Public Contracts Regulations 2015 save where it would not be related and proportionate to the contract. Suppliers will be deselected from the procurement if they fail to comply with the policy.

**Further Information**

Sustainability and Climate Change Strategy
Our energy use - Department for Education - GOV.UK (www.gov.uk)
Sustainable procurement | Crown Commercial Service
Carbon Net Zero - CCS (crowncommercial.gov.uk)
Microsoft Word - Glossary-of-terms_-Carbon-Net-Zero-and-Smart-Solutions-.odt (crowncommercial.gov.uk)
Theme 8. Policy: Masterclass 6: The Drive for Net Zero—Carbon Reduction Planning in Commercial (govcommercialcollege.co.uk)
Greenhouse Gas Protocol | (ghgprotocol.org)
National_Procurement_Policy_Statement.pdf (publishing.service.gov.uk)

**BUYER'S SECURITY POLICY**

# (Buyer Specific Security Requirements)

## 1. Definitions

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

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| "BPSS"<br>"Baseline Personnel Security Standard" | the Government's HMG Baseline Personal Security Standard. Further information can be found at:<br>https://www.gov.uk/government/publications/government-baseline-personnel-security-standard |

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| "CCSC"<br>"Certified Cyber Security Consultancy" | is the National Cyber Security Centre's (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards.<br>See website:<br>https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy |
| "CCP"<br>"Certified Professional" | is a NCSC scheme in consultation with government, industry, and academia to address the growing need for specialists in the cyber security profession. See website:<br>https://www.ncsc.gov.uk/information/about-certified-professional-scheme |
| "Cyber Essentials"<br>"Cyber Essentials Plus" | Cyber Essentials is the government backed industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.<br>There are a number of certification bodies that can be approached for further advice on the scheme, the link below points to these providers:<br>https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body |
| "Data"<br>"Data Controller"<br>"Data Protection Officer"<br>"Data Processor"<br>"Personal Data"<br>"Personal Data requiring Sensitive Processing"<br>"Data Subject", "Process" and "Processing" | shall have the meanings given to those terms by the Data Protection Legislation |
| "Buyer's Data"<br>"Buyer's Information" | is any data or information owned or retained to meet departmental business objectives and tasks, including:<br>(a) any data, text, drawings, diagrams, images, or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical, or tangible media, and which are:<br>(i) supplied to the Supplier by or on behalf of the Buyer; or<br>(ii) which the Supplier is required to |

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| | generate, process, store or transmit pursuant to this Contract; or<br>(b) any Personal Data for which the Buyer is the Data Controller; |
| "Departmental Security Requirements" | the Buyer's security policy or any standards, procedures, process, or specification for security that the Supplier is required to deliver. |
| "Digital Marketplace / G-Cloud" | the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. |
| "End User Devices" | the personal computer or consumer devices that store or process information. |
| "Good Industry Standard"<br>"Industry Good Standard" | the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry or business sector. |
| "GSC"<br>"GSCP" | the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications |
| "HMG" | Her Majesty's Government |
| "ICT" | Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution |
| "ISO/IEC 27001" "ISO 27001" | is the International Standard for Information Security Management Systems Requirements |
| "ISO/IEC 27002" "ISO 27002" | is the International Standard describing the Code of Practice for Information Security Controls. |
| "ISO 22301" | is the International Standard describing for Business Continuity |
| "IT Security Health Check (ITSHC)"<br>"IT Health Check (ITHC)"<br>"Penetration Testing" | an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system. |

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| "Need-to-Know" | the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties. |
| "NCSC" | the National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk |
| "OFFICIAL"<br><br>"OFFICIAL-SENSITIVE" | the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP).<br><br>the term 'OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen, or published in the media, as described in the GSCP. |
| "RBAC"<br>"Role Based Access Control" | Role Based Access Control, a method of restricting a person's or process' access to information depending on the role or functions assigned to them. |
| "Storage Area Network"<br>"SAN" | an information storage system typically presenting block-based storage (i.e., disks or virtual disks) over a network interface rather than using physically connected storage. |
| "Secure Sanitisation" | the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.<br><br>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media<br><br>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0 |
| "Security and Information Risk Advisor"<br>"CCP SIRA"<br>"SIRA" | the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme |
| "Senior Information Risk Owner"<br>"SIRO" | the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting |

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| | Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties. |
| "SPF"<br>"HMG Security Policy Framework" | the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently, and securely.<br>https://www.gov.uk/government/publications/security-policy-framework |
| "Supplier Staff" | all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract. |

**Operative Provisions**

1.1. The Supplier shall be aware of and comply with the relevant HMG security policy framework, NCSC guidelines and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.

1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of Procurement Policy Note: Updates to the Cyber Essentials Scheme (PDF) - Action Note 09/23 dated September 2023, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved and will retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.

1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and

will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).

1.5. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.

1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems, etc.

1.6.1. Where remote working is allowed, the Supplier shall have an appropriate remote working policy in place for any Supplier staff that will have access to the Buyer's data and/or systems.

1.7. The Supplier shall have in place, implement, and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.

1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:

1.8.1. physical security controls;

1.8.2. good industry standard policies and processes;

1.8.3. malware protection;

1.8.4. boundary access controls including firewalls, application gateways, etc;

1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;

1.8.6. use of secure device configuration and builds;

1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;

1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;

1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:

1.8.9.1. retained and protected from tampering for a minimum period of six months;

1.8.9.2. made available to the Buyer on request.

1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.

1.10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable, or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.

1.11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: https://www.ncsc.gov.uk/guidance/end-user-device-security and https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles.

1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

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

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

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

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

1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned

or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

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

Evidence of secure destruction will be required in all cases.

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

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

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

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

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery and followed up in writing. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Regular updates on the Security Incident shall be provided to the Buyer in writing until the incident is resolved.

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

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

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

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

1.22. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services annually, within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.

1.23. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer through the life of the contract. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

1.24. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:

1.24.1. implementation of the foundational set of cyber defence safeguards from the Centre for Internet Security Critical Security Controls (CIS CSC v8).

1.24.2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification issued by an organisation accredited by the United Kingdom Accreditation Service.

1.24.3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.

1.24.4. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be, and date expected.

1.24.5. compliance with the principles of Secure by Design as described at Secure by Design Principles - UK Government Security.

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

1.25. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who will have access to the Buyer's Data in the course of providing the Services, before access to the data is provided or permitted.

1.26. The Supplier shall comply with the NCSC's social media guidance: how to use social media safely for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.

1.27. Any Supplier ICT system used to handle, store, or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store, or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

1.28. Where the Supplier is using Artificial Intelligence (AI) and/or Machine Learning (ML) in the delivery of their service to the Buyer, this shall comply with the NCSC's principles for the security of machine learning and guidelines for secure AI system development.

# Secure by Design Principles Evaluation Table

## 1 Completion of Principles Evaluation Table

1.1 If requested by the Buyer, the Supplier must complete the table in this 0**Error! Reference source not found.** (*Secure by Design Principles Evaluation Table*).

1.2 In completing this table, the Supplier must set out how it and any sub-contractors will meet the Secure by Design Principles.

| Secure by Design Principle | Requirements | How the Supplier will meet the requirement |
|---|---|---|
| **Principle 1**<br>Create responsibility for cyber security risk<br>Assign a designated risk owner to be accountable for managing cyber security risks for the service within the contract. This must be a senior stakeholder with the experience, knowledge and authority to lead on security activities. | The Supplier designates a senior individual within their organisation who has overall accountability for ensuring the Secure by Design are met as part of the overall security requirements stated within the contract. | [redacted] |
| | The Supplier designates a senior individual within the supplier delivery team - who will be reporting to the SRO, service owner or equivalent - with overall responsibility for the management of cyber security risks of digital services and technical infrastructure during their delivery. | [redacted] |
| | The Supplier provides adequate and appropriately qualified resources to support the Buyer with following the government Secure by Design approach as part of service delivery.<br>These resources must be reviewed at the beginning of each of the delivery phases during the delivery lifecycle of the service as agreed with the Buyer. | [redacted] |
| **Principle 2**<br>Source secure technology products<br>Where third-party products are used, | The Supplier carries out proportionate (risk-driven) security reviews of third-party products before they | [redacted] |

| Secure by Design Principle | Requirements | How the Supplier will meet the requirement |
|---|---|---|
| perform security due diligence by continually assessing platforms, software and code for security vulnerabilities. Mitigate risks and share findings with suppliers to help them improve product security. | are considered as a component of the digital service. The type and details of the review should be based on the significance associated with the product and are subject to agreement with the Buyer. | |
| | The Supplier takes reasonable steps to reduce potential cyber security risks associated with using a third-party product as part of the service to a level that meets the Buyer's security risk appetite for the service. Where the risk cannot be mitigated to such level, the Buyer should be informed and asked to accept the risk associated with using the product. | [redacted] |
| | The Supplier takes reasonable steps to assess third-party products used as a component of the digital service against legal and regulatory obligations and industry security standards specified by the Buyer. Where the product doesn't meet the required obligations, the Supplier must discuss with the Buyer the residual risks associated with using the product. | [redacted] |
| **Principle 3**<br>Adopt a risk-driven approach<br>Establish the project's risk appetite and maintain an assessment of cyber security risks to build protections appropriate to the evolving threat landscape. | As provided by the Buyer, the Supplier should share the risk appetite across the supplier's delivery team from the outset. | [redacted] |
| | The Supplier supports the Buyer with identifying the cyber threats and attack | [redacted] |

| Secure by Design Principle | Requirements | How the Supplier will meet the requirement |
|---|---|---|
| | paths as part of ongoing threat modelling during digital service delivery. | |
| | The Supplier supports the Buyer with assessing cyber security risks and providing risk analysis details to help risk owners make informed risk decisions.<br>During the assessment, risks to the digital service are identified, analysed, prioritised, and appropriate mitigation is proposed taking into account the risk appetite during the lifecycle of the service. | [redacted] |
| | The Supplier produces an output from the risk management process containing a clear set of security requirements that will reduce the risks in line with the agreed risk appetite and cyber security risk management approach. | [redacted] |
| | The Supplier factors in the legal and regulatory requirements provided by the Buyer in the risk management process and service design and build. | [redacted] |
| **Principle 4**<br>Design usable security controls<br>Perform regular user research and implement findings into service design to make sure security processes are fit for purpose and easy to understand. | The Supplier ensures that security requirements that are defined and documented as part of user research activities (for example user stories and user journeys) are fed into the design of the digital service. | [redacted] |
| | The Supplier ensures that business objectives informing security requirements listed in the | [redacted] |

| Secure by Design Principle | Requirements | How the Supplier will meet the requirement |
|---|---|---|
| | business case for the digital service are taken into consideration when designing security controls. | |
| **Principle 5**<br>Build in detect and respond security<br>Design for the inevitability of security vulnerabilities and incidents. Integrate appropriate security logging, monitoring, alerting and response capabilities. These must be continually tested and iterated. | The Supplier responsible for building the digital service ensures that proportionate security logging, monitoring and alerting mechanisms able to discover cyber security events and vulnerabilities documented in the threat and risk assessment are designed into the service. | [redacted] |
| | The Supplier responsible for building the digital service integrates incident response and recovery capabilities that are in line with the requirements and timescales documented in the service resilience or similar documentation. | [redacted] |
| | The Supplier responsible for building the digital service regularly tests digital services and infrastructure to identify and fix weaknesses within systems. | [redacted] |
| **Principle 6**<br>Design flexible architectures<br>Implement digital services and update legacy components to allow for easier integration of new security controls in response to changes in business requirements, cyber threats and vulnerabilities. | As agreed with the Buyer, the Supplier responsible for building the digital service uses flexible architectures and components that allow integration of new security measures in response to changes in business requirements, cyber threats and vulnerabilities. | [redacted] |
| | The Supplier responsible for building the digital service tests security controls and verifying they are fit for purpose before | [redacted] |

| Secure by Design Principle | Requirements | How the Supplier will meet the requirement |
|---|---|---|
| | deployment. | |
| **Principle 7**<br>Minimise the attack surface<br>Use only the capabilities, software, data and hardware components necessary for a service to mitigate cyber security risks while achieving its intended use. | The Supplier responsible for building the digital service implements risk-driven security controls which meet the risk appetite and appropriate baseline as agreed with the Buyer. | [redacted] |
| | The Supplier responsible for building the digital service follows secure coding practices and, with consultation with the Buyer's delivery team, identifies and mitigates vulnerabilities proactively reducing the number of vulnerabilities that potential attackers can exploit. | [redacted] |
| | The Supplier retires service components (including data) securely when they are no longer needed, or at the end of their lifecycle. | [redacted] |
| **Principle 8**<br>Defend in depth<br>Create layered controls across a service so it's harder for attackers to fully compromise the system if a single control fails or is overcome. | The Supplier responsible for building the digital service adopts a defence in depth approach when designing the security architecture for the digital service. | [redacted] |
| | The Supplier responsible for building the digital service implements security measures to incorporate segmentation. | [redacted] |

## SUPPLIER'S AUTHORISED REPRESENTATIVE

[redacted]

## SUPPLIER'S CONTRACT MANAGER

[redacted]

## PROGRESS REPORT FREQUENCY

To be submitted within 7 working days of the start of the month

## PROGRESS MEETING FREQUENCY

Monthly

## KEY STAFF

| Name | Role | Email |
|---|---|---|
| [redacted] | Head of Infrastructure Services | [redacted] |
| [redacted] | Senior Delivery Manager (Infrastructure Services) | [redacted] |
| [redacted] | Cloud Engineering Lead | [redacted] |
| [redacted] | Contract Manager | [redacted] |
| [redacted] | Commercial Lead | [redacted] |
| [redacted] | Account Director | [redacted] |
| [redacted] | Contract Manager | [redacted] |
| [redacted] | Technical Lead | [redacted] |
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## KEY SUBCONTRACTOR(S)

**N/A**

## COMMERCIALLY SENSITIVE INFORMATION

| Supplier's information | |
|---|---|
| **Commercially sensitive information:** | Rate card and pricing (under the FOIO Act S43 - pricing is commercially sensitive)<br>Bid response: UBDS_Infrastructure Quality Q1 (under the FOI Act S43 – The information is commercially sensitive as it represents our proprietary methodology and approach)<br>Bid response: UBDS_Infrastructure Quality Q2 (under the FOI Act S43 – The information is commercially sensitive as it represents our proprietary methodology and approach)<br>Bid response: UBDS_Infrastructure Quality Q3 (under the FOI Act S43 – The information is commercially sensitive as it represents our proprietary methodology and approach)<br>Bid response: UBDS_Infrastructure Quality Q4 (under the FOI Act S43 – The information is commercially sensitive as it represents our proprietary methodology and approach)<br>Bid response: UBDS_Infrastructure Quality Q5 (under the FOI Act S43 – The information is commercially sensitive as it represents our proprietary methodology and approach)<br>Bid response: UBDS_Infrastructure Quality Q6 (under the FOI Act S43 – The information is commercially sensitive as it represents our proprietary methodology and approach)<br>Bid response: UBDS_Infrastructure Social Value Q1 (under the FOI Act S43 – The information is commercially sensitive as it represents our proprietary methodology and approach) |

**SERVICE CREDITS**

The Service Period is: 12 Months

A **Critical Service Level Failure** will be deemed to have occurred in any circumstance where, in the Supplier's performance of the Deliverables, the Service Levels fall below the Service Level Failure thresholds defined in Call-Off Schedule 14b.

**ADDITIONAL INSURANCES**

Not Applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

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

**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:** | | **For and on behalf of the Buyer:** | |
|---|---|---|---|
| Signature: | [redacted] | Signature: | [redacted] |
| Name: | [redacted] | Name: | [redacted] |
| Role: | Group CFO | Role: | Head of DDT Commercial |
| Date: | 17/11/20251 | Date: | 17/11/2025 |

**Appendix 1**

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

## Statement of Work Template

**SOW TITLE**
SOW REFERENCE

Contents


| | | |
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**All internal instruction/guidance highlighted in yellow should be removed from SoW on final issue to supplier.**

### Statement of Work (SOW)

Issued in accordance with Contract ref '**con_XXX'** and including Pricing Arrangements, Deliverables and Key Contacts.

### 3.1 SOW Summary

| |
|---|
| 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.<br><br>All SOWs must fall within the Specification and provisions of the Call-Off Contract.<br><br>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 SOW Submitted:** | *[insert date SoW sent for initial Commercial assurance. To be completed by the Contract Manager. ]* |
| **SOW Reference:** | *['Suppliername_Con_xxxxx_SoW0xx' supplied by the Contract Manager]* |
| **Maximum SOW Value:** | [*insert agreed SOW value as per the Supplier's response*] |
| **Buyer:** | **Department for Education** |
| **Supplier:** | *[insert supplier name]* |
| **Team and Directorate:** | *[insert name of team and directorate who are requesting services]* |
| **DD/SRO:** | *[insert name of DD and/or SRO for services being requested]* |
| **Start Date:** | *[insert the date you require services to commence in line with SoW process timescales and in collaboration with the CM and Supplier]* |
| **End Date:** | *[Insert the date you require services to end]* |
| **Work Package Title:** | *[insert name of your project/services required]* |
| **Phase(s) of Development:** | *[insert the phase(s) of your project, i.e. Discovery, Alpha, Private Beta, Public Beta, Live, multiples thereof or N/A]* |
| **Location Required:** | [*Delete/edit as appropriate]*<br><br>Suppliers' premises *or* remote working *or* hybrid working.<br><br>Where DfE office attendance is required, the primary location is [insert site] where we expect up to xx days per week attendance. The primary location will not incur expenses.<br><br>Occasional travel may be required to [insert site/s] and other DfE offices. Occasional travel may be required to non DfE locations (for example schools).<br><br>Overseas working is not permitted. |
| **IR35 Determination:** | Inside IR35 (off-payroll working rules apply) |

| | |
|---|---|
| **Outcome of IR35 Assessment:** | It is the responsibility of the Buyer to complete the **HMRC IR35 assessment** and embed the resulting pdf below. Failure to do so will result in this request being rejected. *(remove this paragraph before issuing to the Supplier)*<br><br>The 'off-payroll working rules (IR35) do not apply' ☐<br>The 'off-payroll working rules (IR35) apply' ☐<br><br>[please embed CEST outcome here] |
| **SOW Background and Objectives:** | [*Briefly describe the scope of work required to be completed by the supplier based on current position of work. It may be appropriate to discuss work which has been done previously to inform the current requirements*] |
| **Overview of Work Package Requirements:** | [*Provide a high-level overview of what needs to be achieved in each specific area the SOW relates to, for the period which the call off covers. These should be clear descriptions so the supplier is aware of what should be achieved throughout the course of the call off. It should separate all workflows covered by the call-off so that different deliverables can be set against them for each SOW]* |
| **Performance Standards:** | Completion of the work in this SOW must be in compliance with:<br>[*Delete or add as appropriate*]<br><br>· GDS Service Standards<br>● DFE Mock Alpha Assessment Standards<br>● Information Security Standards and processes e.g., ITHCs, AtOs<br>● Agile Methodology<br>● GDPR compliance<br>● Accessibility standards (WCAG 2.1 AA accessibility standard)<br>● DfE Technical Standards<br>● DDaT Capability Framework<br>● Technology Code of Practice<br>● Government Design System<br>● Communities of Practice<br>● Cyber Essentials<br>● Cyber Essentials Plus |

| | |
|---|---|
| | Further information on these standards is captured in section 3.7 within this document. |
| **Accountability Model:** | *[select one option and delete the others]:*<br><br>**[Sole Responsibility]**<br>The supplier takes on board full responsibility to deliver the discrete Milestones identified. This is most closely aligned with the "outcomes" model under other frameworks. The supplier will be required to accept the full risk of delivery.<br><br>**[Self-Directed Team]**<br>The supplier provides discreet delivery teams to produce Deliverable Increments as you commission them. This model lends itself to Buyer-led agile development where the specific Deliverable Increment is agreed closer to the point of delivery but where some risk is carried by the supplier<br><br>**[Rainbow Team]**<br>The supplier (or possibly more than one supplier) provides a squad of individuals to work alongside your staff. In this model individuals, whilst managed at a high level by the supplier, may well be directed at an operational level by someone from another organisation. |
| **Funding Team and Cost Centre:** | [insert funding details] |
| **Security Vetting Checks required** | The level of clearance required for this SOW is *[Select and delete as appropriate]:*<br><br>● BPSS<br>● Enhanced DBS<br>● SC<br>● CTC<br>● DV |
| **General Data Protection Regulation (GDPR) considerations for this engagement** | Please see Annex 1 – Data Processing |

| | |
|---|---|
| | *For each Statement of Work, Annex 1 – Data Processing is to be completed. Failure to do so will result in the request being rejected* |

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed, or to be executed, under this Call-Off Contract unless otherwise agreed by the Parties.

### 3.2 Deliverables, Acceptance Criteria & Milestones

3.2.1 To be added into the table below in agreement between the Buyer and Supplier on a work package by work package basis.

| **Work Package Deliverables**<br>[*Deliverables are the services/outputs to be delivered during the call off SOW. Acceptance criteria are a specific and defined list of conditions which must have been met for a deliverable to be accepted by the Buyer]* | | | | |
|---|---|---|---|---|
| **Ref** | **Deliverable**<br>*[provide name/title of deliverable in bold and brief description of deliverable underneath in no more than 15 words]* | **Acceptance Criteria** | **Milestone Date** | **Deliverable Verification Owner**<br>*[provide owner/title of authorising officer for verification of satisfactory completion of deliverable]* |
| **D01** | *[edit text and deliverable ref as appropriate]* | Information documented, stored and communicated in the appropriate repositories and channels adhering to all processing requirements | | |

| | | | | |
|---|---|---|---|---|
| | **Knowledge Transfer and Handover**<br>Data and artefacts relating to the deliverables. | Progress, risks & issues communicated and managed in appropriate agile ceremonies and formats. | | |
| | | Knowledge sharing and transfer<br>throughout the statement of work via team activities and engagement | | |
| **D02** | | | | |
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| **D03** | | | | |
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| **D04** | | | | |
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| **D05** | | | | |
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| **End of Deliverables** | | | | |
| **Charging Method(s):** | | The charging method for this work package is:<br><br>[*Buyer to select as appropriate*]<br><br>(1) Capped Time and Materials; (CTM)<br>(2) Incremental Fixed Price;<br>(3) Time and materials (T&M)<br>(4) Fixed Price | | |

| | |
|---|---|
| | (5) A combination of two or more of the above Charging methods.<br><br>Invoiced monthly in [arrears/milestones – *select as appropriate*] based on agreed Deliverables. |
| **Travel Expectations and Reimbursable Expenses:** | All expenses **must** be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety. Expenses must be agreed and approved by the DfE Buyer prior to any travel being committed to.<br><br>Expenses will not be paid for travel to the primary location stated in the 'Location Required'.<br><br>Maximum Expenses £xxx |
| **Overtime and on-call** | There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be accompanied by a CCN, outlining the agreed deliverables for any additional work. |

### 3.3 Supplier Response

| | |
|---|---|
| **Delivery and Resource Plan:** | *[Supplier to provide details of how they will deliver the services/fulfil the deliverables by the milestone dates/to the quality requested and the resource/skills that will be assigned to the tasks]* |
| **Timing:** | *[Supplier to confirm when they can commence the services and the proposed end date. To include start and end dates of any resource who will not be working fulltime on the services for the full SoW term]* |
| **Sub-Contractors/Third Party Suppliers being used for the delivery of this SoW:** | *[Supplier to provide details of any Sub-Contractors/Third Party Suppliers that will be used for the delivery of the Services set out within the SoW. These must be Sub-Contractors/Third Party Suppliers that are documented within the contract]* |

**Table 1: SOW Service Charges Breakdown**

*[supplied by Supplier]*

| **Role** | **Seniority Level or SFIA Level** *[remove the level that is not applicable ]* | **Worker Engagement Route** (Perm employee of the Supplier or non-perm employee**)** | **Name of Worker*** (requested only for the purposes of issuing a Status Determination Statement to each worker as appropriate) | **Day Rate (ex VAT)** | **Max Days** | **Total Cost (ex VAT)** |
|---|---|---|---|---|---|---|
| [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] |
| [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] |
| [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] |
| [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] | [completed by supplier] |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | **Expenses:** | |
| | | | | | **Total (ex VAT):** | |

**Table 2: SOW Deliverable Charges Breakdown:**
*[Supplied by the Supplier]:*

| **Deliverable** | **Total line Cost (ex VAT)** |
|---|---|
| [completed by supplier] | [completed by supplier] |
| [completed by supplier] | [completed by supplier] |
| [completed by supplier] | [completed by supplier] |
| [completed by supplier] | [completed by supplier] |

| | |
|---|---|
| **Expenses:** | |
| **Maximum SOW Value (ex VAT):** | |

*[Supplier to include any caveats/supporting info required relating to the breakdown to make it clear that the suggested team make up per deliverable is indicative and the Supplier retains full rights to flex, scale up and down, and make changes at any time as required to deliver the SOW. Such changes will not impact the capped price/fixed price/SOW cap and will not be required to be updated in the SOW.]*

| | |
|---|---|
| **Areas that are out of scope:** | *[supplied by Supplier]* |

**Status Determination Statement:**

*To comply with its obligations under the Off-Payroll Working Rules, the Department for Education will collect the names of the worker(s) to be provided under this SOW so that each worker, as appropriate, (and the Supplier), may be provided with the Status Determination Statement required under those rules.

The Department for Education confirms that it will take reasonable care when making each determination and the Status Determination Statement will be provided to each worker, as appropriate, (and the Supplier) before a payment is made to the individual for services provided.

Supplier workers who disagree with the determination must immediately inform in writing both the Supplier, and the Buyer (via the [redacted] mailbox), that they disagree with the determination made. DfE will review the determination, along with any supporting evidence provided by the worker, and a formal response will be provided to the Supplier, and the worker, within 45 calendar days of being notified.

The Supplier confirms that it will comply with its obligations under the Off-Payroll Working rules and agrees to:

- Notify the Buyer in writing of any additional worker to be provided under this SOW at least 2 working days before the workers services commence and specifying whether they are either 'On Payroll' or 'Off Payroll' so that the Buyer may undertake the relevant assessment(s) and issue the Status Determination Statement to the Worker, as appropriate, (and the Supplier).

- Provide evidence to the Buyer that the Supplier's workers (only where deemed "Inside IR35") are "On Payroll" where reasonably requested by the Buyer

### 3.4 Assumptions & Dependencies

3.4.1 The Parties agree that the following assumptions & dependencies will apply in relation to the Charges:

| | |
|---|---|
| **Assumptions:** | **Buyer:** |
| | 1. Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education. |
| | 2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance. |
| | 3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy. |
| | 4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for:<br>• standards of encryption<br>• mandatory enrolment of their device<br>• agreement that no other organisation will have management capabilities over their device or data stored on the device<br>• maintaining enrolled devices to an agreed minimum operating system level<br>• adhering to password standards<br><br>The supplier is held responsible for delays to delivery if they have not resolved IT equipment issues with DfE at the earliest opportunity. |
| | 5. All documentation and deliverables will be provided in an electronic form, unless otherwise expressly agreed by both parties in the SOW. |
| | **Supplier:** |

| | |
|---|---|
| | 1.<br>2.<br>3.<br>4.<br>5. |
| **Dependencies** | **Buyer:**<br>1. If the Supplier believes there are/may be barriers, including within the wider programme management, to the Supplier being able to deliver the deliverables as set out above by the milestone dates, the Supplier will Inform the Buyer in a timely manner and the parties will collaborate to resolve them.<br>2. DfE will be informed of any planned annual leave or absences of the Suppliers' workers at the start of the SOW or at the earliest opportunity.<br>3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW:<br><br>Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)<br><br><br>**Supplier:**<br>1.<br>2.<br>3.<br>4.<br>5. |

### 3.5 Key Contacts

3.5.1 The Parties agree that the Key Contacts in respect of this Project are detailed in the

table below.

3.5.2 Table of Key Contacts:

| Name | Role | Contact Details |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

## 3.6 Call-Off Contract Charges

3.6.1 For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.

3.6.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses

policy (if applicable);
- The number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- The total cost per role / facility.

The Supplier will also provide a summary which is to include:

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge where:
  Remainder of value under overall call-Off Contract Charge – overall Call-Off Contract value – sum of total value of all SOWs invoiced; and
- Whether there is any risk of exceeding overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

3.6.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.6.4 Multiple SOWs can operate concurrently.

3.6.5 The Supplier will keep accurate records of the time spent by the Supplier Staff in providing the Services and will provide records to the Buyer for inspection on request.

### 3.7 Performance Standards & Quality Assurance

3.7.1 All outcomes delivered in relation to this work package will meet the performance standards set out below, unless otherwise agreed in this statement of work:

*[Edit the table below as appropriate]*

| **Performance Standard/Requirements** | **Description** |
|---|---|
| All deliverables & outputs from this SoW must meet all requirements set out in the GDS Service Standards | • The Service Standard<br>• Apply the Service Standard in DfE |
| All services delivered to be GDPR compliant and in line with departmental policies | • The GOV.UK Technology Code of Practice<br>• The GOV.UK Service Manual<br>• Guide to Data Protection \| ICO |

| | |
|---|---|
| | • Personal information charter - Department for Education - GOV.UK (www.gov.uk)<br>• Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)<br>• Internal DfE guidance on GDPR |
| All services to be delivered in line with the Agile methodology | • GOV.UK Agile Delivery |
| All services to be delivered in line with the DfE technical standards | • DfE Technical Guidance<br>• DfE Architecture<br>• DfE Technology Stack & Technical Guidance |
| All services to meet the performance standards and expected skills of the roles set out in the DDaT Profession Capability Framework | • DDaT profession capability frameworks<br>• Communities - Service Manual - GOV.UK (www.gov.uk) |
| All services to meet Accessibility standards | • Understanding accessibility requirements for public sector bodies<br>• Understanding WCAG 2.1<br>• https://design.education.gov.uk/accessibility |
| All services to adhere to the government Design System and DfE standards (unless agreed otherwise with the Service Owner) | • GOV.UK Design System<br>• User-centred design in DfE |

### 3.8 Reporting and Communications

[*This will make clear how often and in what format the Supplier is expected to report to the Buyer*]

3.8.1 The Buyer and Supplier shall meet [*monthly, bi-monthly, etc – please choose as appropriate*] to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by the [*please choose as appropriate*] of the Supplier and [*please choose as appropriate*] of the Buyer. Any Commercial discussions shall include the DfE Commercial Lead and Contract Manager, who will be specified in section 3.5.

3.8.2 The content of the meeting will include, but not be limited to the below:

- Progress against each objective, highlighting any missed deliverables.
- Any performance issues which need to be addressed.
- Review of the exit plan & handover arrangements to ensure they remain fit for purpose.

3.8.3 [*Please choose as appropriate – i.e one week, one day*] prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas.

3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

### 3.9 Variation

[*This sets out the process in how any changes to deliverables or other aspects of the SOW will be agreed.]*

3.9.1 As stated in the call-off contract, the Buyer has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Buyer will mutually agree a variation within five calendar days.

### 3.10 Termination

[*This should reference the agreements in place in the overarching call-off, and the terms that were agreed. This acts as assurance that we are not committed to spend of the period the SOW covers]*

3.10.1 The Buyer reserves the right to terminate the SOW at any time, giving a notice period of five working days in which all development work will cease.

3.10.2 The notice period should be given in writing. The receiving party must acknowledge receipt of request within 24 hours.

### 3.11 Handover and Exit Management

[*This should stipulate the way in which DfE wish to ensure knowledge transfer and a smooth transition of services when the deliverables have been met and the service has been completed*]

3.11.1 During the initiation stage of this SOW, a handover and exit management strategy must be formulated by the Supplier and reviewed by the DfE. This will include knowledge transfer and handover tasks required.

3.11.2 The Supplier will help the Buyer to migrate the Services to the DfE or a replacement

supplier in line with the exit plan to ensure continuity of services.

### 3.12 Agreement of Statement of Works

3.12.1 By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein:

| | **Supplier:** | **Buyer:** |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Signature:** | | |
| **Date:** | | |

### 3.13 Annex 1 – Data Processing

- [If the Data Processing arrangements for this statement of work are not adequately captured in the overarching contract (Joint Schedule 11) then both parties will need to agree and capture the data processing arrangements in the table below.
- If the data processing arrangement is appropriately captured in the overarching contract, please delete the following table and add the following 'As per contract agreement'.
- If there are no personal data processing requirements for this statement of work, please remove the following table and add ' Not applicable'.]

For the purposes of this statement of work, the following table will be amended to set out the processing activities under this statement of work only:

| **Description** | **Details** |
|---|---|
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**<br><br>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:<br><br>● [**Insert** the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined |

| | |
|---|---|
| | by the Relevant Authority]<br><br>**The Supplier is Controller and the Relevant Authority is Processor**<br><br>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:<br><br>● [**Insert** the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]<br><br>**The Parties are Joint Controllers**<br><br>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:<br><br>● [**Insert** the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]<br><br>**The Parties are Independent Controllers of Personal Data**<br><br>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:<br><br>● Business contact details of Supplier Personnel for which the Supplier is the Controller,<br><br>● 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,<br><br>● [**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]<br><br>[**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.<br><br>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.<br><br>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<br><br>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] |

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

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/publications/procurement-policy-note-0117-updat e-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 |
|---|---|---|---|
| Performance Management (except for Commercially Sensitive Information) | KPIs e.g., targets achieved, Social Value commitments | Microsoft PowerPoint | Monthly |
| Call-Off Contract Charges (except for Commercially Sensitive Information) | Call-Off Contract value and spend data | Microsoft Excel | Monthly |
| Technical (except for Commercially Sensitive Information) | Information relating to the services provided | Microsoft Word, Excel or PowerPoint | Monthly |

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

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

| | |
|---|---|
| **"Employee Liability"** | **1** 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:<br>***a)*** redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;<br>b) unfair, wrongful or constructive dismissal compensation;<br>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;<br>d) compensation for less favourable treatment of part-time workers or fixed term employees;<br>***e)*** outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;<br>***f)*** claims whether in tort, contract or statute or otherwise;<br>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:<br>(a) their ages, dates of commencement of employment or engagement, gender and place of work;<br>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;<br>(c) the identity of the employer or relevant contracting Party;<br>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;<br>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;<br>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;<br>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);<br>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;<br>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and<br>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; |

| | |
|---|---|
| **"Term"** | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract; |
| **"Transferring Buyer Employees"** | those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date; |
| **"Transferring Former Supplier Employees"** | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date. |

## 2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its 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 following parts of this Schedule shall apply to this Call-Off Contract:

- Part C (No Staff Transfer On Start Date)
- Part D (Pension)
- Part E (Staff Transfer on Exit)

## 1. PART A: STAFF TRANSFER AT THE START DATE – [NOT APPLICABLE]

## 2. 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 Sub-Contractor 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;

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

2.3.3 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

**7.** the provisions in Part D: Pension

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

2.3.3 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, nationalinsurance 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:

(a) 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

(b) 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:

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

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

1.5 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

1.6 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:

| | |
|---|---|
| **"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"** | (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and<br>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,<br>and "**Broad Comparability**" shall be construed accordingly; |
| **"CSPS"** | the schemes as defined in Annex D1 to this Part D; |

| | |
|---|---|
| **"Fair Deal Employees"** | those:<br>(a) Transferring Buyer Employees; and/or<br>(b) Transferring Former Supplier Employees; and/or<br>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;<br>(d) where the Former Supplier becomes the Supplier those employees;<br>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:<br>(a) any amendments to that document immediately prior to the Relevant Transfer Date; and<br>(b) 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.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.

2.2 The Supplier undertakes:

2.2.1 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

2.2.2 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 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

**8.** 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. 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):

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|---|---|
| **"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; |
| **"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):

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| **"Direction Letter"** | n 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"** | ach 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:<br>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or<br>(b) 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),<br>nd, 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).<br>or 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"** | as 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<br>such other body as may from time to time be |

| | |
|---|---|
| | responsible for relevant administrative functions of the NHSPS; |
| **"NHSPS"** | he 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"** | ny 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"** | s 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"** | ghts 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"** | ny 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"** | pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004. |

**2. Membership of the NHS Pension Scheme**

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.

2.1 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.

2.2 The Supplier must ensure (and procure that each of its Subcontractors (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.

2.3 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.

2.4 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 Subcontractors (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.

2.5 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

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.

5.1 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.

5.2 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.

**8.** 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.

**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):

| | |
|---|---|
| **"Administering Authority"** | relation to **the Fund [insert name],** the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013; |
| **"Fund Actuary"** | e actuary to a Fund appointed by the Administering Authority of that Fund; |
| **"Fund"** | **[insert name], a pension fund within the LGPS;** |
| **"LGPS"** | e 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"** | n admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013; |
| **"LGPS Admission Body"** | n admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013); |

| | | |
|---|---|---|
| | **"LGPS Eligible Employees "** | ny 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"** | ne 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

**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):

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

not 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);

1.5.1 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;

1.5.2 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;

1.5.3 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);

1.5.4 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;

1.5.5 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;

1.5.6 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;

1.5.7 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;

1.5.8 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;

1.5.9 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));

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

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

1.5.12 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);

1.5.13 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

1.5.14 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. 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.

2.2 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).

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

2.4 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.

2.5 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.

2.5.1 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;

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

2.5.3 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;

1. 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.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 (a) 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

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

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

2.8 If at any point the Replacement Supplier and/or Replacement Subcontractor 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.

2.9 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.

2.10 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.

2.11 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 Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any 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).

## 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.

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.

**Call-Off Schedule 4 (Call Off Tender)**

The Call-Off tender for Infrastructure and Platforms – Infrastructure Services contract which was submitted includes the following documentation:

- Financial Viability Risk Assessment Tool
- Supplier Security Questionnaire
- Price Evaluation Model
- The Supplier's Technical Quality Response, Cultural Fit Response and Social Value Response

These documents are set out in Call-Off Schedule 4 Appendix 1

**Call-Off Schedule 4 Appendix 1**

[redacted]
**Supplier FVRAT**

[redacted]

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

**1. Call-Off Contract Charges**

1.1 The Supplier shall ensure:

1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables are in accordance with the Buyer's Statement of Requirements which shall be no greater than those based on the Framework Prices set out in Framework Schedule 3 (Framework Prices).

1.1.2 that all applicable Charges shall be calculated in accordance with the Pricing Mechanism detailed in the Order Form (and, if applicable, each SOW) using the following:

(a) the agreed Day Rates or other rates specified in this Schedule for Supplier Staff providing the Deliverables (which are exclusive of any applicable expenses and VAT);

(b) the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in the Order Form and, if applicable,

each SOW (between the applicable SOW Start Date and SOW End Date).

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

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

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed Day Rate for each Supplier Staff;
- any expenses charged for in relation to 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 Time and Materials or Fixed Price has been agreed for a particular SOW:

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

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

**Annex 1 (Expenses Policy)**

Travel and Expenses Policy

This document is set out in Call-Off Schedule 5 Appendix 1

**Annex 2 (Price Evaluation Model)**

This document is set out in Call-Off Schedule 5 Appendix 2

**Call-Off Schedule 5 Appendix 1**

**Commercial Policy Guidance – Supplier Expenses: Travel and Subsistence**

[redacted]

**Call-Off Schedule 5 Appendix 2**

[redacted]

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

**Definitions**

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

| | |
|---|---|
| "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:<br>any error, damage or defect in the manufacturing of a Deliverable; or<br>any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or |
| | any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or<br>any failure of any Deliverable to operate in conjunction with or interface with any other |

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| | 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 Sub-Contractors 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; |

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| "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:<br>the Deliverables are (or are to be) provided; or<br>the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or<br>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 |

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| | Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| "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 the Call-Off Contract and, if applicable, each Statement of Work; and

3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

## 4 Licensed software warranty

4.1 The Supplier represents and warrants that:

4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

4.1.2. all components of the Specially Written Software shall:

4.1.2.1. be free from material design and programming errors;

4.1.2.2 perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels and Balanced Scorecard) and Documentation; and

4.1.2.3 not infringe any IPR.

## 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.

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

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

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

a) of its own Existing IPR that is not COTS Software;

b) third party software that is not COTS Software

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

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

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

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

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

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

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

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

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

9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard

commercial terms on which such software is usually made commercially available.

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

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

9.3.4.2 will no longer be made commercially available

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

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

9.4.1.1. a Central Government Body; or

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

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

**9.5 Licence granted by the Buyer**

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

**9.6 Open Source Publication**

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

suitable for publication by the Buyer as Open Source; and

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 anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate

that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

**10 IPR asset management**

10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:

10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.

10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

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

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

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.

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

1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and, if applicable, the Statement of Work will list 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 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, and under each Statement of Work;

1.5.7 on written request from the Buyer, provide details of start and end dates of engagement of all Key Staff filling Key Roles under the Call-Off Contract and, if applicable, under each Statement of Work.

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

any Key Staff.

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

### 1. Definitions

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

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| **"BCDR Plan"** | has the meaning given to it in Paragraph 2.2 of this Schedule; |
| **"Business Continuity Plan"** | has the meaning given to it in Paragraph 2.3.2 of this Schedule; |

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

## 2. BCDR Plan

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

2.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster

2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

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

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

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

3.1.6 contain a risk analysis, including:

(a) failure or disruption scenarios and assessments of likely frequency of occurrence;

(b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

(c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

(d) a business impact analysis of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

3.2.4 it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

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

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

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

## 5. Disaster Recovery (Section 3)

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

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

5.2.1 loss of access to the Buyer Premises;

5.2.2 loss of utilities to the Buyer Premises;

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

5.2.4 loss of a Subcontractor;

5.2.5 emergency notification and escalation process;

5.2.6 contact lists;

5.2.7 staff training and awareness;

5.2.8 BCDR Plan testing;

5.2.9 post implementation review process;

5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

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

5.2.13 testing and management arrangements.

## 6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

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

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

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the

Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

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

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

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

## 7. Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

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

7.1.2 in the event of any major reconfiguration of the Deliverables

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

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

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

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

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

7.5.1 the outcome of the test;

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

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

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

**8. Invoking the BCDR Plan**

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

**9. Circumstances beyond your control**

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

**Call-Off Schedule 9 (Security)**

**Part A: Short Form Security Requirements**

**1. Definitions**

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

| | |
|---|---|
| **"Breach of Security"** | **the occurrence of:** |
| | a) **any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier** |

**in connection with this Contract; and/or**

b) **the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,**

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

**"Security Management Plan"**

**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:

a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security

measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

**4.3 Development of the Security Management Plan**

4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

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

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

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

**4.4 Amendment of the Security Management Plan**

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

a) emerging changes in Good Industry Practice;

b) any change or proposed change to the Deliverables and/or associated processes;

c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;

d) any new perceived or changed security threats; and

e) any reasonable change in requirements requested by the Buyer.

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

a) suggested improvements to the effectiveness of the Security Management Plan;

b) updates to the risk assessments; and

c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

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

## 5. Security breach

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

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

shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

a) minimise the extent of actual or potential harm caused by any Breach of Security;

b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

c) prevent an equivalent breach in the future exploiting the same cause failure; and

d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

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

## 6. Data security

6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy (see: https://www.ncsc.gov.uk/collection/risk-management-collection );
- guidance on risk management (see: https://www.ncsc.gov.uk/collection/risk-management-collection );
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems (see: http://osgug.ucaiug.org/conformity/security/Shared%20Documents/Reference/UK%20-%20CPNI%20-%20Risk%20Management%20and%20Accreditation%20of%20IS.pdf ); and
- the relevant government information assurance standard(s) (see:

https://knowledgehub.group/documents/49300605/0/bps68723-0000-00-hmg-ia-standard-numbers-1-and-2-information-risk-management.pdf/645c3ec5-e187-8124-16e8-ab9d86540cbb?t=1605540161981 ).

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.

**Annex 1 (Part A: Short Form Security Requirements)**

Call-Off Document A - Security Requirements

**Call-Off Document A (Buyer Specific Security Requirements)**

**2. Definitions**

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

| | |
|---|---|
| PSS"<br>aseline Personnel Security Standard" | the Government's HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard |
| "CCSC"<br>"Certified Cyber Security Consultancy" | is the National Cyber Security Centre's (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards.<br>See website:<br>https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy |
| "CCP"<br>"Certified Professional" | is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website:<br>https://www.ncsc.gov.uk/information/about-certified-professional-scheme |

| | |
|---|---|
| yber Essentials”<br>yber Essentials Plus” | Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.<br>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers:<br>https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body |
| “Data”<br>“Data Controller”<br>“Data Protection Officer”<br>“Data Processor”<br>“Personal Data”<br>“Personal Data requiring Sensitive Processing”<br>“Data Subject”, “Process” and “Processing” | shall have the meanings given to those terms by the Data Protection Legislation |
| uyer’s Data"<br>uyer’s Information” | is any data or information owned or retained to meet departmental business objectives and tasks, including:<br>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:<br>(i) supplied to the Supplier by or on behalf of the Buyer; or<br>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or<br>(b) any Personal Data for which the Buyer is the Data Controller; |
| epartmental Security Requirements” | the Buyer’s security policy or any standards, procedures, process or specification for security that the Supplier is required to deliver. |
| gital Marketplace / G-Cloud” | the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. |

| | |
|---|---|
| nd User Devices” | the personal computer or consumer devices that store or process information. |
| ood Industry Standard”<br>dustry Good Standard” | the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector. |
| SC”<br>SCP” | the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications |
| MG” | Her Majesty’s Government |
| T” | Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution |
| O/IEC 27001” “ISO 27001” | is the International Standard for Information Security Management Systems Requirements |
| O/IEC 27002” “ISO 27002” | is the International Standard describing the Code of Practice for Information Security Controls. |
| O 22301” | is the International Standard describing for Business Continuity |
| Security Health Check (ITSHC)”<br>Health Check (ITHC)”<br>enetration Testing” | an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system. |
| eed-to-Know” | the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties. |
| CSC” | the National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk |

| | |
|---|---|
| “OFFICIAL”<br><br>“OFFICIAL-SENSITIVE” | the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).<br><br>the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP. |
| “RBAC”<br>“Role Based Access Control” | Role Based Access Control, a method of restricting a person’s or process’ access to information depending on the role or functions assigned to them. |
| “Storage Area Network”<br>“SAN” | an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage. |
| “Secure Sanitisation” | the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.<br><br>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media<br><br>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0 |
| “Security and Information Risk Advisor”<br>“CCP SIRA”<br>“SIRA” | the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme |
| “Senior Information Risk Owner”<br>“SIRO” | the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm’s length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties. |

| | |
|---|---|
| “SPF”<br>“HMG Security Policy Framework” | the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.<br>https://www.gov.uk/government/publications/security-policy-framework |
| "Supplier Staff" | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under the Contract. |

**Operative Provisions**

1.29. The Supplier shall be aware of and comply with the relevant HMG security policy framework, NCSC guidelines and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.

1.30. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 dated 25 May 2016, or any subsequent updated document, are mandated, namely that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract”. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.

1.31. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

1.32. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer’s Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map

the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).

1.33. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.

1.34. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.

1.35. The Supplier shall have in place, implement and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.

1.36. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:

1.36.1. physical security controls;

1.36.2. good industry standard policies and processes;

1.36.3. malware protection;

1.36.4. boundary access controls including firewalls, application gateways, etc;

1.36.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;

1.36.6. use of secure device configuration and builds;

1.36.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;

1.36.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;

1.36.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system

level to meet the Buyer's logging and auditing requirements, plus logs shall be:

1.36.9.1. retained and protected from tampering for a minimum period of six months;

1.36.9.2. made available to the Buyer on request.

1.37. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.

1.38. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.

1.39. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: https://www.ncsc.gov.uk/guidance/end-user-device-security and https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles.

1.40. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

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

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

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

1.42. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be

considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.

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

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

Evidence of secure destruction will be required in all cases.

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

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

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

1.47. Any suspected or actual breach of the confidentiality, integrity or availability of Buyer's Data, including user credentials, used or handled while providing

the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

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

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

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

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

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

1.50. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.

1.51. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

1.52. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:

1.52.1. compliance with HMG Minimum Cyber Security Standard.

1.52.2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification (e.g. United Kingdom Accreditation Service).

1.52.3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.

1.52.4. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be and date expected.

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

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

1.54. The Supplier shall comply with the NCSC's social media guidance: how to use social media safely for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.

1.55. Any Supplier ICT system used to handle, store or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

**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):

| | |
|---|---|
| **"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; |
| **"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.

2.2During 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; and2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables' IPR asset management system which includes all Document and Source Code repositories.

("**Registers**").

2.3The 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.

2.4Each 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

3.1The 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 as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

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

## 4. Exit Plan

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

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

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

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to 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:

(a) prior to each SOW and no less than every six (6) months throughout the Contract Period; and

(b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

(c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

(d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

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

## 5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

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

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

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

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

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

Supplier.

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

## 6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

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

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

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

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

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

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

6.2 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 KPI, the Parties shall vary the relevant KPIs, Service Levels and/or the applicable Service Credits accordingly.

## 7. Obligations when the contract is terminated

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

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

7.2.1 vacate any Buyer Premises;

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

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

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

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

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

## 8. Assets, Sub-contracts and Software

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

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

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

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

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be

transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

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

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

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

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

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

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

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

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

8.7 The Buyer shall:

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

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

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

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## 9. No charges

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

## 10. Dividing the bills

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

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

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

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

## 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):

| | |
|---|---|
| **"Delay"** | a) a delay in the Achievement of a Milestone by its Milestone Date; or<br><br>b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| **"Deliverable Item"** | 1 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"** | 2 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; |
| **Implementation Period"** | 3 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 30 days after the Call-Off Contract Start Date.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require;

2.2.2 shall provide details on how the required Social Value commitments will be delivered through the Call-Off Contract; and

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

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

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

2.5 The Supplier shall also provide as required or requested reports to the Buyer concerning activities and impacts arising from Social Value including in the Implementation Plan.

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

2.7 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

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

3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.

3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

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

4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their

Implementation Plans.

4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.

4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.

4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

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

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

5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## 6. Compensation for a Delay

6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set

out by the Buyer in the Implementation Plan) and the following provisions shall apply:

6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:

(a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

(b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

## 7. Implementation Plan

7.1 The Implementation Period will be a six (6) Month period for the Call-Off Contract and for the duration of each SOW.

7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

7.3 In accordance with the Implementation Plan, the Supplier shall:

7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and

7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;

7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

(a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and

(b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution

Procedure.

7.5.4 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;

7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;

7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and

7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier

**Annex 1: Implementation Plan**

A.1 The Supplier shall provide a:

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

(b) a detailed Implementation Plan for each SOW.

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 |
|---|---|---|---|---|---|---|
| [TBC] | [TBC] | [TBC] | [TBC] | [TBC] | [TBC] | [TBC] |
| Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)<br>For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be **[TBC].** | | | | | | |

## Part B - Testing

### 1. Definitions

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

| | |
|---|---|
| **"Component"** | 4any constituent parts of the Deliverables; |
| **"Material Test Issue"** | 5a Test Issue of Severity Level 1 or Severity Level 2; |
| **"Satisfaction Certificate"** | 6a 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"** | 7the level of severity of a Test Issue, the criteria for which are described in Annex 1; |
| **"Test Issue Management Log"** | 8a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule; |
| **"Test Issue Threshold"** | 9in 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"** | 10 the reports to be produced by the Supplier setting out the results of Tests; |
| **"Test Specification"** | 11 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"** | 12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule; |

| | | |
|---|---|---|
| **"Test Success Criteria"** | 13 | in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule |
| **"Test Witness"** | 14 | any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and |
| **"Testing Procedures"** | 15 | 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 14B (Service Levels and Balanced Scorecard)

## SECTION 1 SERVICE LEVELS

### 1. Definitions

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

| | | |
|---|---|---|
| **"Critical Service Level Failure"** | | has the meaning given to it in the Order Form; |
| **"Service Level Failure"** | 1 | means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| **"Service Level Performance Measure"** | 2 | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| **"Service Level Threshold"** | 3 | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |

### 2. What happens if you do not meet the Service Levels

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

**2.2** The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.

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

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

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

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

### 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

# Part A: Service Levels

### 1. Service Levels

If the level of performance of the Supplier:

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

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

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

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process; and/or

1.2.3 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### 2. Buyer redress for failure to provide Services at or above Service Levels

2.1 The Buyer may ask for a Rectification Plan if the Supplier fails to meet [ (“Default”) within Section 1 (Service Levels) in any 12-Month rolling period.

2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in

the Buyer exercising its right to terminate the Contract in accordance with

Clause 10.4 of the Core Terms.

# Annex A to Part A: Services Levels Table

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| **KPI 1** | **Statement of Work Response Time**<br><br>On a monthly basis<br><br>Quality, accuracy, and timeliness of SoW responses | Responses to formal requests for Statement of Work provided within 6 working days (48 working hours) unless otherwise agreed between the Buyer and Supplier.<br><br>A formal request for a Statement of Work is one that has been provided to the Supplier via the nominated Contract Manager stipulated in Framework Schedule 6.<br><br>An acceptable response from the Supplier to the SOW is one that is returned to the nominated Contract Manager and includes in full:<br>proposed resourcing profile required to deliver the outcomes, including the roles, seniority levels and rates which will be in line with DDAT roles, SFIA skills levels and contract rate card;<br>an accurate costing model;<br>timing/dates of each resource required to deliver the outcomes if these differ to the SOW term dates;<br>areas of potential complexity, | **Good** – 100% of SoW's received and accepted within 6 working days.<br><br>**Approaching Target –** Between 95-99% of SoW's received within 6 working days with none or minor inaccuracies that are quickly resolved<br><br>**Requires improvement –** Between 87-94% of SoW's received within 6 working days and/or 1 SoW has a significant inaccuracy.<br><br>**Inadequate** – Less than 87% of SoW's received within 6 working days and/or 2 or more SoWs have | Joint Schedule 10 (Rectification Plan)<br><br>Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below. | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | | assumptions and dependencies; key contacts | significant inaccuracies | | |
| **KPI 2a** | **Monthly Invoicing, and financial accuracy**<br><br>On a monthly basis.<br><br>Accuracy and timeliness of invoices. | Accurate and complete invoices submitted by the 5th working day of the month that comply with the Payment Method stipulated within Schedule 6 Order Form | **Good** – 100% of invoices received within 5 working days and are accurate and complete.<br><br>**Approaching Target –** Between 92-99% of invoices received within 5 working days with no inaccuracies.<br><br>**Requires improvement –** Between 85-91% of invoices received within 5 working days and/or 1 invoice contains errors<br><br>**Inadequate** – Less than 85% of invoices received within 5 working days and/or 2 or more invoices contain errors. | Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below. | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| **KPI 2b** | **Invoice billing error resolution time**<br><br>On a monthly basis.<br><br>Timely identification and resolution of invoice billing errors | Billing errors of which the Supplier becomes aware, or which are raised by the Buyer are investigated and correctly resolved within 5 working days<br><br>The supplier will report all billing errors and billing process issues that they identify, regardless of the root cause of the error, immediately via email to the Buyer and the Contract Manager | **Good** – 100% of invoice errors resolved within 5 working days.<br><br>**Approaching Target –** Between 92-99% of invoice errors resolved within 5 working days.<br><br>**Requires improvement –** Between 85-91% of invoice errors resolved within 5 working days.<br>**Inadequate** – Less than 85% of invoice errors resolved within 5 working days | Joint Schedule 10 (Rectification Plan)<br>Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below. | |
| **KPI 3** | **Accurate and timely monthly contract reporting.**<br><br>On a monthly basis.<br><br>Comprehensive Contract reporting pack is accurate and on time | The supplier will supply a Reporting Pack to the DfE Contract Manager in line with the requirements set out in the Contract within 7 working days of each month | **Good** – An accurate and complete Contract reporting pack is supplied to the DfE Contract Manager within 7 working days of the month.<br><br>**Approaching Target -** The pack is received within 7 working days of the month | Joint Schedule 10 (Rectification Plan)<br>Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below. | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | | | but contains minor inaccuracies or omissions.<br><br>**Requires improvement** – The pack arrives between one and five calendar days after the due date and/or contains significant inaccuracies or omissions.<br><br>**Inadequate** – No reporting pack is received within 5 calendar days of the due date. | | |
| **KPI 4** | **Statement of work commencement timeliness.**<br><br>On a monthly basis<br><br>Number of resources from all SOWs commencing in the preceding month start on the SOW start date agreed between Buyer and Supplier in the signed SOW | The Supplier successfully commences each SOW on the agreed start date specified in the signed SOW.<br><br>All resource required by the Supplier to deliver the outcomes agreed are available and commence work on the SOW start date/date agreed between Buyer and Supplier in the signed SOW. | **Good** All resource start the date agreed between Buyer and Supplier on all SOWs in the preceding month.<br><br>**Approaching Target** 1 resource from all SOWs commencing in the preceding month do not start on the SOW start date /start date agreed | Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.<br><br>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms. | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | | | between Buyer and Supplier in the signed SOW.<br><br>**Requires improvement –** 2 to 3 resources from all SOWs commencing in the preceding month do not start on the SOW start date / start date agreed between Buyer and Supplier in the signed SOW.<br><br>**Inadequate –** 4 or more resources from all SOWs commencing in the preceding month do not start on the SOW start date / date agreed between Buyer and Supplier in the signed SOW | | |
| **KPI 5a** | **Quality and continuity of resource provided to deliver outcomes agreed** | Resource provided by the Supplier across all live SoW's will have, and are performing at, the commensurate level specialist skillset, | **Good -** Supplier provides resources that have the appropriate level of skills, | For each resource which does not meet KPI 5a, the supplier must deliver a mutually agreed resolution:<br><br>1. Where the resource is found to not have the | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | On a monthly basis<br><br>Quality and availability of resource proposed by the Supplier in their response to the signed SoW | SFIA seniority and ability to integrate into an agile team for the role required, and the rates being charged (are as set out in the Supplier SoW response and aligned to the rate card set out in the contract).<br><br>Where resources are not available for the full period planned in the SOW response, the Supplier manages the backfill without detrimental impact to the delivery of the outcomes or financial impact on the Buyer | experience and availability as set out in the supplier response agreed between Buyer and Supplier in the signed SOW.<br><br>**Approaching Target 1** occasion within the reporting month where a resource provided became unavailable.<br><br>**Requires improvement - 2** occasions within the reporting month where a resource provided became unavailable.<br><br>**Inadequate – 3** or more occasions within the reporting month where a resource provided became unavailable. And / Or 1 or more occasions within the reporting month where the resources provided | appropriate level of skills or where unexpected/unplanned absence of a resource occurs then the Supplier will provide an appropriate replacement resource(s) within 5 working days at the Supplier's own cost. This should be regarded as the default position.<br>2. Where resource is due to leave the SoW, the Supplier will update the Buyer on their remediation arrangements in writing at least 10 days before the resource is due to leave and the Supplier will provide a replacement resource ensuring a minimum of 5 day's knowledge transfer takes place between the incumbent and replacement resource.<br>3. The Supplier shall be liable for all costs of Swapping Out any resource. This shall include all costs of securing alternative resource, and, if deemed necessary by the Buyer or Supplier, the cost of providing additional resource concurrent to the existing resource in order to allow for a handover. In no circumstances shall the Buyer be charged for both the current and replacement resource during a handover period. Where a handover is not possible, the Supplier should ensure the Buyer is not charged for the cost of | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | | | were found by the Buyer to not have the appropriate skills and experience to deliver the outcomes and / or do not have the commensurate level of seniority for the rate being charged. And/or more than 10% supplier invoked swap outs (excluding any individuals that have resigned from the supplier's workforce) of resource over the course of the contract from active SoWs | getting replacement resource(s) up to speed.<br><br>Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below. | |
| **KPI 5b** | **Timely and effective resource replacements/swap outs.**<br><br>On a monthly basis.<br><br>Number of resource replacements (swap-outs) completed within the required timescales and to the required standard ensuring that full knowledge transfer is | Where a resource is identified by the Buyer as being not of the required standard, SFIA level, skillset or ability to integrate into an agile team or where there is unexpected/unplanned absence of a resource then the supplier will successfully provide a replacement resource within 5 working days to the expected standards | **Good** –<br><br>Resource identified as not being the required standard/ not having the required level of skills, and/or resource unavailable due to unexpected absence, are swapped out where | Joint Schedule 10 (Rectification Plan) Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.<br><br>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms. | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | Transfer takes place | Where resource is due to leave the SoW, the Supplier will update the Buyer on their remediation arrangements in writing at least 10 days before the resource is due to leave. Within these 10 days the Supplier will provide a replacement resource with equivalent skills ensuring a minimum of 5 day's knowledge transfer takes place between the incumbent and replacement resource.<br><br>Onboarding of replacement resource and knowledge transfer will be at the Supplier's own cost.<br><br>Replacement of resource/swap outs will not have any detrimental impact on the delivery of the outcomes or financial impact on the Buyer<br><br>The Buyer will only pay for the incumbent resource during the 10 day's notice and the payment is on the basis that the supplier can continue to fulfil agreed existing outputs/deliverables. | necessary, in agreement with the Buyer, within 5 working days.<br>The Buyer is provided with written notification of remediation arrangements for resource due to leave the SoW, at least 10 days before the resource leaves the SoW.<br><br>A replacement resource with equivalent skills is provided ensuring that a minimum of 5 days knowledge transfer has taken place between the incumbent and replacement resource<br><br>**Approaching Target** – one resource unavailable due to unexpected absence is not swapped out within 5 working days and/or one occasion where the 10 days remediation | | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | | | notification fails to be provided for resource due to leave the SoW resulting less than 5 day's knowledge transfer taking place between the leaver and the replacement resource<br><br>**Requires improvement -** two resource unavailable due to unexpected absence are not swapped out within 5 working days and/or two occasions where the 10 days' remediation notification fails to be provided for resource due to leave the SoW resulting in less than 5 day's knowledge transfer taking place between the leaver and the replacement resource<br><br>**Inadequate -** Three or more | | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | | | resource unavailable due to unexpected absence are not swapped out within 5 working days And/or three or more occasions where the 10 days remediation notification fails to be provided for resource due to leave the SoW ' resulting in less than 5 day's knowledge transfer taking place between the leaver and the replacement resource And/or one or more occasions where resource identified as not being the required standard/not having the required level of skills are not swapped out within 5 working days | | |
| **KPI 6** | **Social Value Commitment** | The Supplier will report on their promotion and | **Good** – Social value | Rectification Plan Process pursuant to Joint | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | Themes: Tackling Economic Inequality<br><br>Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.<br><br>In month 1 of contract the supplier will submit a social value action plan based on their Social Value tender responses which covers as a minimum: what they will do, how they will measure and report on this, and what is their current baseline/benchmark. DfE will review and sign off.<br><br>After that, the Supplier will report quarterly against the social value action plan.<br><br>The Supplier can submit an updated social value action plan every 6 months. | commitment to Social Value in their delivery and ways of operating to improve the economic, social and environmental wellbeing within the community as set out in their bid:<br><br>Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract | action plan is all on track.<br><br>**Approaching Target** – The social value action plan reporting shows one minor failure to deliver against plans, or minor delays in plans, or contains inaccuracies or omissions.<br><br>**Requires Improvement** - The social value action plan shows more than one failure to deliver against plans, or minor delays in plans, or contains inaccuracies or omissions and there is no action plan to improve.<br><br>**Inadequate** – The social value action plan reporting shows significant failure to deliver against plans, or significant delays. | Schedule 10 (Rectification Plan)<br>Joint Schedule 10 (Rectification Plan)<br><br>Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.<br><br>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms. | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| **KPI 6** | **Social Value Commitment**<br><br>Themes: Tackling Economic Inequality<br><br>•Understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.<br><br>In month 1 of contract the supplier will submit a social value action plan based on their Social Value tender responses which covers as a minimum: what they will do, how they will measure and report on this, and what is their current | The Supplier will report on their promotion and commitment to Social Value in their delivery and ways of operating to improve the economic, social and environmental wellbeing within the community as set out in their bid:<br><br>● Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region.<br><br>●<br><br>● Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region | **Good** – Social value action plan is all on track.<br><br>**Approaching Target** – The social value action plan reporting shows one minor failure to deliver against plans, or minor delays in plans, or contains inaccuracies or omissions.<br><br>**Requires Improvement** - The social value action plan shows more than one failure to deliver against plans, or minor delays in plans, or contains inaccuracies or omissions and there is no action plan to improve.<br><br>**Inadequate** – The social value action plan reporting shows significant failure to deliver against plans, or | Rectification Plan Process pursuant to Joint Schedule 10 (Rectification Plan)<br>Joint Schedule 10 (Rectification Plan)<br><br>Supplier will provide a proactive rectification plan within 10 working days as set out in the framework T&C's, identifying issues early and addressing issues promptly if KPI falls to 'Requires Improvement' or below.<br>The Buyer may at its absolute discretion de-scope any of the Initial Scope and related SOWs in accordance with the provisions included in the Special Terms. | |

| Ref | Service Level Performance Criterion and Monthly Service Level Performance Measure. | Key Performance Indicator | Service Level Threshold. | Buyer redress for Failure to provide Services at or above Service Levels. | Service Credits applicable |
|---|---|---|---|---|---|
| | baseline/benchmark. DfE will review and sign off.<br><br>After that, the Supplier will report quarterly against the social value action plan.<br><br>The Supplier can submit an updated social value action plan every 6 months. | | significant delays. | | |

# Part B: Performance Monitoring

## 2. Performance Monitoring and Performance Review

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

2.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of

this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

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

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

2.2.3 details of any Critical Service Level Failures;

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

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

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

2.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;

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

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

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

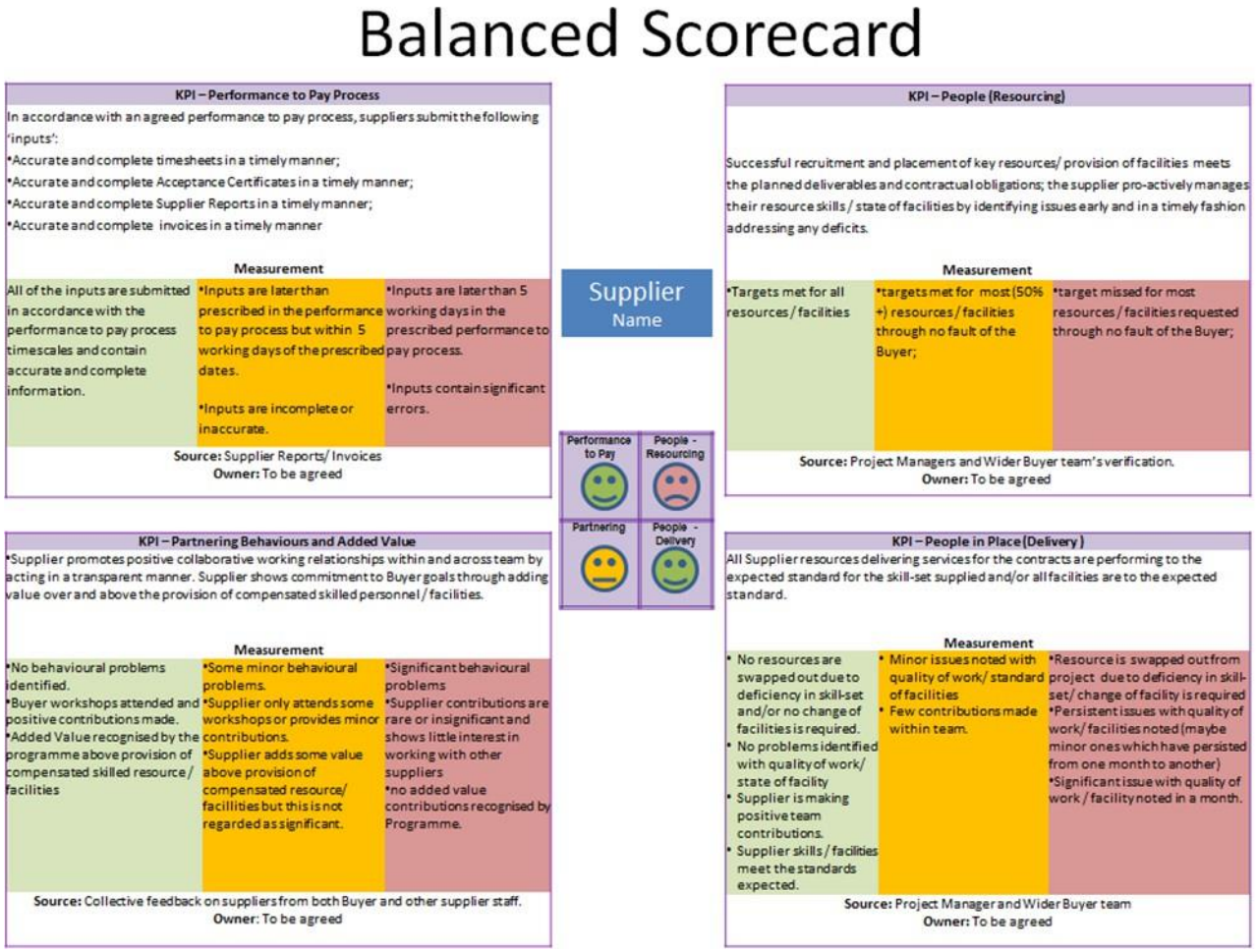
2.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

## 3. Satisfaction Surveys

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

## SECTION 2 BALANCED SCORECARD

1.1 As an alternative to or in addition to Service Levels (under Section 1 above) and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and, if applicable, one or more of its Statements of Work.




1.2 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs. The Buyer and Supplier shall agree the content of the Scorecard before the Call-Off Contract Start Date including the Material KPIs as defined in Framework Schedule 4 (Framework Management). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.

1.3 The recommended process for using the Balanced Scorecard is as follows:

- the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.

- on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance

- following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI

- following agreement of final scores, the process is repeating as per the agreed schedule

## 2. Buyer redress for failure to provide Services at or above Service Levels

2.1 The Buyer may ask for a Rectification Plan if the Supplier:

2.1.1 fails to meet [any][ OR ][Insert Number] of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least [3] occasions within a 12-Month rolling period

2.1.2 demonstrates poor performance of a Call-Off Contract and, if applicable, any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the [4] KPI targets listed on the Balanced Scorecard, on at least [2] occasions within a [Call-Off Contract duration][ or][Statement of Work duration], or within a period of 3 Months (whichever is the earlier)

2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

## 3. Performance Monitoring and Performance Review

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

3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the

process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:

3.2.1 for each KPI, the actual performance achieved over the relevant period;

3.2.2 a summary of all failures to achieve KPIs that occurred during that period;

3.2.3 details of any failures of KPIs across the Call-Off Contract and, if applicable, each one or more SOW;

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

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

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

3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;

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

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

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

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

## Call-Off Schedule 15 (Call-Off Contract Management)

### 1. Definitions

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

| | |
|---|---|
| **"Operational Board"** | the board established in accordance with paragraph 4.1 of this Schedule; |

| | |
|---|---|
| **"Project Manager"** | the manager appointed in accordance with paragraph 2.1 of this Schedule; |

## 2. Project Management

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

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

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

## 3. Role of the Supplier Contract Manager

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

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

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

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

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

3.2 The Buyer may provide revised instructions to the Supplier's Contract Managers 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.

## 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

**"Relevant Conviction"** means any conviction listed in Annex 1 to this Schedule.

### 3. Relevant Convictions

3.1.1 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.

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

(a) carry out a check with the records held by the Department for Education (DfE);

(b) conduct thorough questioning regarding any Relevant Convictions; and

(c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record

### Annex 1 – Relevant Convictions

Please see the Call-Off Special Terms in the Order Form

**Call-Off Schedule 20 (Call-Off Specification)**
This Schedule sets out the Deliverables that the Supplier shall be required to make to the Buyers under this Call-Off Contract.

**Statement of Requirements**

# Bid Pack

## Attachment 3 – Statement of Requirements

Contract Reference: Infrastructure and Platforms - Infrastructure Services

# PURPOSE

**This contract will provide Infrastructure capability and expertise for a broad range of projects in the Department for Education (DfE, the Buyer), across multiple alpha, beta and live projects.**

# BACKGROUND TO THE BUYER

**Infrastructure & Platforms is a division of Technology Directorate in the Department for Education. The division is responsible for a number of areas of work including Infrastructure Services. Infrastructure Services team covers:**

**Hosting and network environments – the team operates and maintains the core infrastructure that underpins all DfE's internal user services and services to the public.**

**Service enhancement – the team prevents degradation of hosting environments, technical debt and legacy and proactively manages the infrastructure to guard against security vulnerabilities and evolving threats.**

**Fully Managed Infrastructure as a Service – the team operates and maintains cloud infrastructure up to operating system level for 150+ DfE business products. Database Administration Service for 20 DfE business services. This is a legacy service.**

**Support for business projects – the team on-boards and provides SME advice, guidance, assurance and new infrastructure for new services.**

# Background to requirement/OVERVIEW of requirement

**The Supplier shall be responsible for the provision of high-quality resources as defined within the DDaT job families. Our expectation is that any resources provided, should meet the performance standards and expected skills of the roles, as set out within the Digital, Data and Technology Profession Capability Framework.**

**The Supplier must provide all of the Digital, Data and Technology (DDaT) roles set out in Document 5 Price Evaluation Model with required skills and capabilities based on the SFIA Framework and DDaT Profession Capability Framework.**

**Accountability Models**

The Supplier shall deliver services in accordance with the accountability model as set out within each associated SoW. The accountability models within scope of this contract are as follows, but may be amended from time to time:

Rainbow Teams: the Supplier shall provide a squad of individuals to work alongside other team members including the Buyers staff and individuals from other suppliers. In this model individuals, whilst

managed at a high level by the Supplier, may well be directed at an operational level by someone from another organisation;

Self-Directed Teams: the Supplier shall provide a discreet delivery team to produce deliverable increments as we commission them. This model lends itself to Buyer-led agile development where the specific Deliverable Increment is agreed closer to the point of delivery but where some risk is carried by the Supplier;

Sole Responsibility: the Supplier shall take on board full responsibility to deliver the discrete milestones identified by the Buyer. The Supplier shall accept the full risk of delivery.

**The scope of this contract shall mainly be the "Rainbow Teams" model but may be expected to deliver through “Self-Directed Teams”.**

# definitions

| **Expression or Acronym** | **finition** |
|---|---|
| DfE | Department for Education, a central government department. |
| DDT | Data, Digital, Technology. This is a directorate within DfE |
| I&P | Infrastructure and Platforms. This is a division within Technology in DDT. |
| IS | Infrastructure Services, this is a team within Infrastructure and Platforms. The team is responsible for |
| P | Platform Simplification Programme. The Platform Simplification Programme sets an ambitious objective to develop a unified Cloud Platform based on automated processes, standards-based governance, consistent ways of working and a hub and spoke topology, to support the secure and rapid development of both new and existing service lines.<br><br>By developing a unified platform and looking to migrate existing services to the new ways of working, PSP has helped to support the following aims of the 2023 - 2026 Technology Strategy:<br><br>A clear and consistent ways of working.<br>High levels of service resilience.<br>Better management and governance for faster delivery.<br>A streamlined estate and less duplication.<br>A blueprint for clear standards and better controls.<br>Better security along with effective innovation. |

| | |
|---|---|
| | Understand what users need and the best ways to support them.<br>Help people help themselves with clear guidance and tools.<br>Lower costs and increase efficiency. |
| T1 Migration | This is one of the phases of the Platform Simplification Programme (PSP). The primary objective of this phase is to review and migrate applications from the T1 environment into the new landing zone. |
| VOU | Voice of the User – this is continuous improvement piece of work to improve our offer to our users by working them to understand their requirements. |
| DfE PAS | DfE Platform Architecture Standards. This is a project to develop and publish standards and reusable artefacts to enable cloud users to instigate infrastructure safely, securely and consistently, and to help to avoid cloud computing costs across the business. |
| EU | Western Europe. |
| UKS | UK South. |

## scope of requirement

**Infrastructure & Platforms (I&P) Infrastructure Services (IS) runs several pre-defined, outcome based, small to medium sized projects and programmes designed to improve the service provided to the Department each year. On occasion, I&P IS also runs un-planned projects, responding to urgent un-anticipated departmental demand.**

**Infrastructure Services have a number of high level aims and objectives, including and not exclusive to, simplifying the infrastructure, enhancing security, guarding against emerging security vulnerabilities and evolving threats, improving reliability & performance, avoiding costs and maximising VFM, scaling & expanding core infrastructure services to accommodate new ways of working and growth in business demand, preventing degradation, resolving technical debt and legacy of core infrastructure services, and addressing emergent problem statements or meeting evolving Departmental or user requirements.**

**The supplier will provide knowledge transfer and upskilling for existing I&P resources as defined in the individual statement of works. This could involve DfE permanent staff shadowing, to let them observe and gradually take over tasks; Hands-on Practice to enable DfE permanent staff to carry out tasks with guidance; Workshops and Training Sessions (formal sessions to upskill permanent staff); Mentoring and 1-to-1s to offer ongoing support and feedback and Recorded Demos using screen recordings or narrated walkthroughs.**

**The supplier will provide technical support documentation including guidance, best practice on development standards as defined in each individual statement of works. This documentation should be stored in the appropriate SharePoint workplace.**

# Delivery requirementS

### Platform Simplification Programme (PSP)

The Platform Simplification Programme (PSP) set out an ambitious objective to develop a unified Cloud Platform based on automated processes, standards-based governance, consistent ways of working and a hub and spoke topology, to support the secure and rapid development of both new and existing service lines.

By developing a unified platform and looking to migrate existing services to the new ways of working, PSP has helped to support the following aims of the DfE Technology Strategy:

- A clear and consistent ways of working.
- High levels of service resilience.
- Better management and governance for faster delivery.
- A streamlined estate and less duplication.
- A blueprint for clear standards and better controls.
- Better security along with effective innovation.
- Understand what users need and the best ways to support them.
- Help people help themselves with clear guidance and tools.
- Lower costs up and efficiency.

The supplier will be required to deliver several aims of this project including migrating existing services into the new landing zone to achieve the benefits highlighted above. This is expected to be a multi-year project where the initial focus will be on migrating and applications hosted in the T1 environment to the new landing zone. This will then be followed up by decommissioning migrated applications from T1 environment.

DfE Platform Architecture Standards (DfE PAS)

The PAS (project linked to PSP) which is developing and publishing standards and reusable artefacts to enable cloud users to instigate infrastructure safely, securely and consistently, and to help to avoid cloud computing costs across the business.

DfE Cloud Economics/FinOps project

The Cloud Economics/FinOps project is improving cloud computing financial and commercial accountability and planning for cloud computing services, by implementing devolved budgeting, appropriate processes and tooling. It is also introducing an advisory service and developing new tools and processes to make Azure costs visible to business services, to enable them to manage and reduce their own hosting costs. The project is also advising business services on how they can avoid cloud computing costs, by architecting and re-architecting their cloud services for cost.

**Continuous Service Improvement**

The supplier will provide capability to deliver continual service improvement (CSI) type activities to deliver enhanced value on taxpayers' money.

The supplier will provide capability, utilising agile ways of working, functioning independently or as part of "rainbow" style teams with DfE permanent staff and/or DfE contingent workers.

For the avoidance of doubt, continuous improvement activities will be specified in detail by the Infrastructure Services team and agreed via a statement of Work (SOW).

The supplier will provide knowledge transfer and upskilling for existing I&P resources as defined in the individual statement of works. This could involve DfE permanent staff shadowing, to let them observe and gradually take over tasks; or Hands-on Practice to enable DfE permanent staff to carry out tasks with guidance etc.

The successful supplier will provide technical support documentation including guidance, best practice on development standards as defined in each individual statement of works. This documentation should be stored in the appropriate SharePoint workplace.

Examples of continuous improvement work in Infrastructure Services would be;

Delivering physical and virtual networking improvements, reviewing and acting on recommendations and remediations from IT Health Checks. reviewing and improving our service offer and making that more accessible to our users.

# 7. STATEMENTS OF WORK

1. The Buyer shall specify detailed objectives for the Supplier to deliver within a Statement of Work (SoW). Each SoW will specify the work package objectives and success criteria, outcomes, timescales, and acceptance criteria required of the Supplier.

2. The Buyer provides the supplier with requirements for the project. The Supplier and the Buyer shall work together to agree how best to meet those requirements, including determining the resourcing profile, price and start date. The supplier has within 6 Working Days to provide the Buyer with a formal response via the SoW detailing the resourcing profile and price.

3. The Supplier shall not commence a SoW until it receives an instruction to do so from the Buyer via a signed SoW.

4. The Supplier is responsible for ensuring that any deployed resources commence on the date specified within the signed SoW, have the requisite skills and experience for the associated job role and level, and perform accordingly.

5. To ensure the Buyer is consistently getting the right level of resource, this will be monitored via KPIs throughout the life of this contract. The Supplier will provide a proactive rectification plan within 10 days, identifying issues early and addressing issues promptly if a KPI falls to 'Requires improvement'.

6. The Supplier shall be responsible for the achievement of the deliverables set out within the SoW. The SoW will state the standards and ways of working required to deliver the detailed objectives and outcomes.

7. The Buyer shall set out within any relevant SoWs any additional security vetting requirements that are above and beyond the Buyers Security Requirements. The minimum-security requirements are that all Supplier staff should be BPSS cleared before they commence any SoW.

8. The financial risk of delivering the service, deliverables and outcomes within the SoW will lie with the supplier. Outputs and deliverables will be linked to payments. If the work does not meet the acceptance criteria, it is the responsibility of the Supplier to correct it at their own cost.

9. Any subsequent changes to the scope of the signed SoW will be agreed between the Buyer and Supplier via the Variation process stipulated in the contract in Joint Schedule 2.

10. The Supplier is responsible for ensuring continuous Knowledge Transfer to permanent civil servants throughout the lifetime of a SoW and in the event a SoW ends early or is de-scoped. This will also be separate outcome across all SoWs.

11. The Buyer can terminate the SoW at any time giving a notice period of 5 working days, which will be given in writing.

# 8. RESOURCING AND CAPABILITY

1. The Supplier shall ensure that it can scale up and down its deployed resources at pace in response to SoW requirements issued by the Buyer.

2. The Supplier shall take proactive action to respond to any emerging recruitment or capability issues to ensure that it can scale effectively to meet the SoW requirements on demand.

3. The Supplier shall remedy any deficiencies that they or the Buyer identifies in the skills, capability, experience and/or delivery performance of the individuals deployed at the Supplier's own cost.

4. Where any resource is due to leave the SoW, the Supplier is responsible for updating the Buyer on the SoW will continue to be delivered in writing at least 10 days before the resource is due to leave. Within this notice period the Supplier will be expected to provide a permanent or temporary replacement, with equivalent

skills, to ensure that a minimum of 5 day's knowledge transfer can take place between the incumbent and replacement resource. Onboarding of replacement resource and knowledge transfer will be at the Supplier's own cost.

5. The Buyer will only pay for the incumbent resource during the 10 days' notice period and the payment is on the basis that the supplier can continue to fulfil agreed existing outputs and deliverables.

6. If a Buyer identifies a performance issue with a resource (see Attachment 14A – Service Levels) and requests the resource is removed from the SoW, or if a resource becomes unexpectedly absent, the Buyer and Supplier shall agree an approach to replace this resource within 5 working days whilst ensuring overall output delivery is maintained. The 10-day notice period does not apply.

7. In the event that it is necessary to place a temporary replacement resource to undertake knowledge transfer from the incumbent resource, the Supplier is responsible for the onboarding of the subsequent permanent replacement resource and the knowledge transfer between the temporary and permanent replacement resource at the Supplier's own cost.

8. If overall output slippage occurs as a result of a resource change during the SoW, it will be at the Supplier's own cost.

9. The Supplier shall make reasonable endeavours to notify the Buyer if the Supplier intends to deploy a resource that has been swapped off another Buyer contract in the preceding 12-month period.

10. The Supplier will build a team/s that reflects the diversity of our teams and communities through the delivery of this contract, and monitor, measure and report on diversity and inclusion.

11. The Supplier must provide their own equipment where security requirements permit.

12. The Buyer will provide a DfE email account as well as access to other tools used by the department such as MS 365 and Slack, to ensure the Supplier can effectively communicate and share work with the wider DfE teams. At its discretion, the Buyer may also provide DfE equipment. The collection and return of the equipment as well as any costs and losses incurred are the responsibility of the Supplier.

# 9. ACCOUNTABILITY

1. The Supplier shall deliver services in accordance with the accountability model as set out within each associated SoW. The accountability models within scope of this contract are as follows, but may be amended from time to time:

1. **Rainbow Teams**: the Supplier shall provide a 'squad' of one or more individuals to work alongside other team members, including the Buyers staff and individuals from other suppliers. In this model, individuals, whilst managed at a

high level by the Supplier, may well be directed at an operational level by someone from another organisation.

2. **Self-Directed Teams**: the Supplier shall provide a discreet delivery team to produce deliverable increments as we commission them. This model lends itself to Buyer-led agile development where the specific Deliverable Increment is agreed closer to the point of delivery but where some risk is carried by the Supplier.
3. **Sole Responsibility**: the Supplier shall take on board full responsibility to deliver the discrete milestones identified by the Buyer. The Supplier shall accept the full risk of delivery

2. The scope of this contract shall mainly be the "**Rainbow Teams**" model.

# 10. GOVERNANCE

1. The Supplier shall ensure that it provides services in accordance with the existing project governance associated with the teams where the Supplier delivers outputs.

2. Resources should be skilled in reporting progress in relation to scope, time and cost to the relevant forums for their team. Examples of these include, but are not limited to:

    1. DfE Design and Delivery Board
    2. DfE DDT Standards Forum
    3. DfE DDT Portfolio Analysis
    4. GDS Pipeline Standards & Assurance
    5. Government Service Standards

# 11. QUALITY

1. The Supplier shall ensure that it provides services in accordance with and/or deploys resources that are skilled in the Buyer's technical environment. This will require employing modern software development practices to produce robust, quality products and services.

2. All SoWs will delivered in compliance with:

    1. Government Service Standard
    2. Government Technology Code of Practice
    3. GOV.UK Design System
    4. UK GDPR and Data Protection Act 2018

5. Accessibility standards (WCAG 2.2 AA)

6. Cyber Essentials / Cyber Essentials Plus

7. ISO/IEC 27001 Standard – Information Security Management Systems

3. Detailed information on the wider technical environment is set out below and is updated from time to time, at the Buyer's discretion:

1. DfE digital, data and technology standards

2. DfE design governance

3. DfE technology stack and technical guidance

4. Existing CI/CD processes, or augment if required

5. DfE IT security processes, such as IT Health-Checks and Authority to Operate

6. DfE Apply the Service Standard

4. The Buyer shall provide further technical guidance during the delivery of the contract.

5. The Supplier is expected to keep up to date with changes to the items above.

## 12. KNOWLEDGE TRANSFER

1. The Supplier shall support the Buyer to build in-house capability including ensuring effective and efficient knowledge management and transfer.

2. The Supplier shall measure and monitor knowledge management and transfer.

3. The Supplier shall train, coach and build capability to upskill the Buyer's staff.

4. The Supplier's staff shall undertake any mandatory departmental training as required. The Buyer will discuss this as part of on-boarding activities with the Supplier's staff.

5. The service provider will engage regularly with DfE Communities of Practice, adopting an open approach to their work and sharing their work with the wider Department, in line with Government standards.

6. The Supplier shall be responsible for the successful and complete transfer of all artefacts related to the deliverables of each SoW, ensuring that:

1. Key information, including raw findings and analysis of user research, content, stakeholder maps, research and analysis documents, design histories, presentations, etc. is documented, stored and communicated in the appropriate repositories and channels adhering to all processing requirements.

2. Progress, risks & issues communicated and managed in appropriate agile ceremonies and formats.

3. Quality of outputs agreed and assured by client before they are transferred to the Buyer's GitHub in the correct code where appropriate. The Supplier and Buyer agree the appropriate knowledge repositories.

4. All user needs, both internal and external are discovered, refined and are documented within the appropriate workflow tool as directed by the delivery team, e.g. Azure DevOps, Jira, etc. These are to be kept up to date on the product backlog and stored appropriately.

5. Actively participate in, and contribute to, the digital, data and technology professional Communities of Practice and wider DfE professional communities, to ensure knowledge sharing and ensure no duplication of effort.

# 13. CULTURE AND BEHAVIOURS

1. The Supplier shall be responsible for ensuring that any deployed resources adopt the DfE culture and behavioural standards, as set out in the Supplier Code of Conduct, which can be updated from time to time.

2. The Supplier shall proactively respond to and manage any behavioural and/or cultural issues that occur with any Supplier deployed resources.

3. The Buyer shall not be liable for any costs that arise out of taking appropriate management action, for example, removing or swapping deployed resources, where cultural and/or behavioural issues are not resolved by the Supplier to the satisfaction of the Buyer.

# 14. TRANSITION AND MOBILISATION

1. The Supplier shall work collaboratively with the incumbent supplier, to achieve an orderly handover and mobilisation of services.

2. The contract with the incumbent supplier is in place until 24th November 2025

3. The Supplier shall at times be required to work in a 'dual-running' environment with the Buyer's staff, incumbent supplier resources, other outgoing suppliers and other incoming new suppliers.

4. The Supplier shall be responsible for ensuring its deployed resources are collaborative, courteous, professional and delivery focussed at all times and particularly when working with the incumbent supplier(s) during such dual running periods mentioned above.

# 15. CONTRACT MANAGEMENT AND REPORTING

1. The DfE Contract manager shall:

    1. Monitor spend against the Contract, in order to maximise the lifetime value of the Contract

    2. Ensure that all call offs from the Contract are compliant with the applicable approvals required and intended usage of the Contract

    3. Help teams calling off from the Contract comply with the spirit of the Civil Service framework for SoW quality and expected outcomes

    4. Monitor all work being undertaken by the Supplier, to ensure performance is to the standards required and issues are addressed

    5. Maintain accurate records relating to the Contract, ensuring that headroom is monitored correctly

2. The Supplier shall appoint an account manager for the Contract, to ensure contractual obligations, performance and delivery, risk and issues are reported against.

3. The Supplier shall provide the following management information to the Buyer in a prescribed format at the Buyers discretion:

    1. Forecast reporting to be agreed each month - include spend in the month, spend to-date, and forecast to the end of the SoW / Purchase Order.

    2. Delivery plan per SoW showing progress against milestones, blockers and resource changes

    3. Invoices to be raised by the 5th working day of the month as conscribed within the contract.

    4. Contract Management Service Report (monthly) – includes invoicing against each SoW, contract performance against KPIs, added value/social value reporting, forecast and actual spend against resource within each SoW, staff changes, risks and issues, service improvements, adherence to contract obligations, overview of the labour market including recruitment challenges

    5. The Contract Management Service report to be submitted within the first 7 working days of each month.

4. Please note that the dates on the reports required above reflect the current portfolio needs. If the buyer requires a change of date regarding these Management Information/ KPI items, this should be agreed between the Buyer/Supplier 4 weeks in advance. The Buyer shall provide templates and processes during contract finalisation/mobilisation.

# 16. CONTINUOUS IMPROVEMENT

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

2. The Supplier should present new ways of working to the Buyer during Contract review meetings.

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

4. The Supplier shall provide suitably qualified and experienced resources, in line with SFIA, to carry out Continuous Improvement activities.

# 17. SERVICE LEVELS, PERFORMANCE AND EXIT

1. The Buyer will measure the quality of the Supplier's delivery by the Key Performance Indicators outlined in Attachment 14A – Service Levels

2. The Supplier shall provide an orderly handover of any of the Buyer's digital, data and knowledge assets including but not limited to source code, documentation, processes, guidance, data, etc. The supplier should reference the Knowledge Management information within this contract for further details.

3. Upon request of the Buyer the Supplier shall produce an Exit Plan for approval by the Buyer which sets out the specific exit arrangements towards the end of the contract.

4. The Buyer may at its discretion issue an Exit SoW setting out specific detailed deliverables that are required of the Supplier in relation to exit activities.

# 18. LOCATION

1. The Supplier shall deliver the services in the locations as described by each individual SoW.

2. The Buyer will not pay any travel and subsistence costs in relation to travel to and from the primary site as set out in each individual SoW.

3. The Buyer has locations that include:

    1. Piccadilly Gate, Store Street, Manchester, M1 2WD
    2. Cheylesmore House, Quinton Road, Coventry, CV1 2WT

3. Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
4. 2 St Paul's Place, 125 Norfolk Street, Sheffield, S1 2FJ
5. Bishopsgate House, Feethams, Darlington DL1 5QE

4. The Supplier may request remote working or home working arrangements, and the Buyer shall consider such requests and may at its absolute discretion agree remote or working from home arrangements with the Supplier based on the Department's service needs.

5. Site location will be discerned at the Buyer's discretion. The Buyer currently has teams located in the 5 locations above, the supplier is expected to supply resource to any site as per the individual SoW location.

6. Occasional travel may be required to other DfE sites, Schools or other educational establishments. This may include attending internal meetings and conducting User Research sessions. Overseas working is not permitted at any time.

**Department for Education**

**and**

# ETHICAL WALLS AGREEMENT

**[TEMPLATE – To be Completed when Required]**

**Version history:**

Document last reviewed by GLD on 1 March 2020

**This Agreement is dated -** TBC

**Between**

(1) The Department for Education (the "Buyer") [acting on behalf of the Crown] of Sanctuary Buildings, 20 Great Smith St, London SW1P 3BT , ; and

(2) a company registered in England and Wales under registered number **XXXX** whose registered office is at (the "Supplier").

together the "**Parties**" and each a "**Party**".

**BACKGROUND**

A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Public Contracts Regulations 2015 (as amended) (the **PCR)**. The purpose of this document ("Agreement") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Further Competition Procedure.

B. The Buyer is conducting a Further Procurement Procedure for the supply of Digital Outcomes and Specialists 5 Deliverables under a Call-Off Contract (the **"Purpose"**).

C. The Buyer has an obligation to deal with conflicts of interest as set out in Regulation

24 (1) of the PCR. The concept of conflict of interest is wide. In the PCR it is described as covering at least *"any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure"* (Regulation 24(2)). *"Staff members"* refers to staff members of the Buyer or of a procurement service provider acting on behalf of the Buyer who are involved in the conduct of the procurement procedure or may influence the outcome of that

procedure. *"Procurement service provider"* refers to a public or private body which offers ancillary purchasing activities on the market.

D. Pursuant to Regulation 41 of the PCR, the Buyer is under an obligation to ensure that competition is not distorted by the participation of any Framework Contract supplier acting as a bidder in a further competition procedure. Accordingly, the Buyer has identified that a potential distortion of competition could arise as a consequence of a bidder wishing to submit a Tender for this Further Competition Procedure, where it has also performed services for the Buyer under existing contractual arrangements or as a subcontractor under those same arrangements.

E. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

**IT IS AGREED**:

## 1 DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions shall have the following meanings in this agreement and its recitals:

"**Affiliate**" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

"**Agreement**" means this ethical walls agreement duly executed by the Parties;

"**Bid Team**" means any Supplier, Affiliate, connected to the preparation of an FCP Response;

"**Central Government Body**" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

a) Government Department;

b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

c) Non-Ministerial Department; or
) Executive Agency.

“**Conflicted Personnel**” means any Supplier, Affiliate, staff or agents of the Supplier or an Affiliate who, because of the Supplier’s relationship with the Buyer under any Contract have or have had access to information which creates or may create a conflict of interest;

“**Contract**” means the contract for Infrastructure and Platforms – Infrastructure Services between the Buyer and the Supplier and/or an Affiliate; dated 25/11/2025

"**Control**" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

"**Effective Date**" means the date of this Agreement as set out above;

“**Further Competition Procedure**” or “**FCP**” means an invitation to submit tenders issued by the Buyer as part of an FCP Process;

“**FCP Process”** means, with regard to the Purpose, the relevant procedure provided for in Framework Schedule 7 (Call-Off Award Procedure) of RM1043.7 Framework Contract which the Buyer has elected to use to select a contractor, together with all relevant information, correspondence and/or documents issued by the Buyer as part of that procurement exercise, all information, correspondence and/or documents issued by the bidders in response together with any resulting contract;

**“FCP Response**” means the tender submitted or to be submitted by the Supplier or an
Affiliate [(or, where relevant, by an Other Bidder)] in response to an FCP;

**“Other Affiliate”** any person who is a subsidiary, subsidiary undertaking or holding company of any Other Bidder;

**“Other Bidder”** means any other bidder or potential bidder that is not the Supplier or any Affiliate that has or is taking part in the FCP Process;

**“Parties**” means the Buyer and the Supplier;

“**Professional Advisor**” means a supplier, subcontractor, advisor or consultant engaged by the Supplier under the auspices of compiling its FCP Response;

“**Purpose**” has the meaning given to it in recital B to this Agreement;

**"Representative"** refers to a person's officers, directors, employees, advisers and agents and, where the context admits, providers or potential providers of finance to the Supplier or any Affiliate in connection with the FCP Process and the representatives of such providers or potential providers of finance; and

“**Third Party**” means any person who is not a Party and includes Other Affiliates and Other Bidders.

1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.

1.3 Reference to the disclosure of information, or provision of access, by or to the Buyer or the Supplier includes disclosure, or provision of access, by or to the representatives of the Buyer or Representatives of the Supplier (as the case may be).

1.4 Reference to persons includes legal and natural persons.

1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.

1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.

1.7 Reference to any gender includes any other.

1.8 Reference to writing includes email.

1.9 The terms “associate”, “holding company”, “subsidiary”, “subsidiary undertaking” and

“wholly owned subsidiary” have the meanings attributed to them in the Companies Act

2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.

1.10 The words “include” and “including” are to be construed without limitation.

1.11 The singular includes the plural and vice versa.1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

## 2 ETHICAL WALLS

2.1 In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Supplier:

2.1.1 shall take all appropriate steps to ensure that neither the Supplier nor its Affiliates and/or Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its Affiliates or Representatives and the duties owed to the Buyer under the Contract or pursuant to an fair and transparent FCP Process;

2.1.2 acknowledges and agrees that a conflict of interest may arise in situations where the Supplier or an Affiliate intends to take part in the FCP Process and, because of the Supplier’s relationship with the Buyer under any Contract, the Supplier, its Affiliates and/or Representatives have or have had access to information which could provide the Supplier and/or its Affiliates with an advantage and render unfair an otherwise genuine and fair competitive FCP Process; and

2.1.3 where there is or is likely to be a conflict of interest or the perception of a conflict of interest of any kind in relation to the FCP Process, shall comply with Clause 2.2.

2.2 The Supplier shall:

2.2.1 Not assign any of the Conflicted Personnel to the Bid Team at any time;

2.2.2 Provide to the Buyer a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;

2.2.3 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates results in information of any kind or in any format and however so stored:

(a) about the Contract, its performance, operation and all matters connected or ancillary to it becoming available to the Bid Team; and/or(b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the FCP Process becoming available to the Bid Team;

2.2.4 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates and in particular the Bid Team results in information of any kind or in any format and however so stored about the FCP Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;

2.2.5 Ensure that confidentiality agreements which flow down the Supplier's obligations in this Agreement are entered into as necessary between the Buyer and the Supplier, its Affiliates, its staff, agents, any Conflicted Personnel, and between any other parties necessary in a form to be prescribed by the Buyer;

2.2.6 physically separate the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;

2.2.7 provide regular training to its staff, agents and its Affiliates to ensure it is complying with this Agreement;

2.2.8 monitor Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement ensure adherence to the ethical wall arrangements;

2.2.9 ensure that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and

2.2.10 comply with any other action as the Buyer, acting reasonably, may direct.

2.3 In addition to the obligations set out in Clause 2.1.1 and 2.1.3, the Supplier shall:

2.3.1 notify the Buyer immediately of all perceived, potential and/or actual conflicts of interest that arise;

2.3.2 submit in writing to the Buyer full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that havebeen established and/or are due to be established to eliminate the conflict and the Supplier's plans to prevent future conflicts of interests from arising; and

2.3.3 seek the Buyer's approval thereto,

which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer denies its approval the Supplier shall repeat the process set out in clause 2.3 until such time as the Buyer grants approval or the Supplier withdraws from the FCP Process).

2.4 Any breach of Clause 2.1, Clause 2.2 or Clause 2.3 shall entitle the Buyer to exclude the Supplier or any Affiliate or Representative from the FCP Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary where, in the reasonable opinion of the Buyer there has been a breach of Clause 2.1, Clause 2.2 or Clause 2.3.

2.5 The Supplier will provide, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.1 and 2.2 as reasonably requested by the Buyer.

2.6 The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.1.3 and 2.2.

2.7 The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of

its obligations or liability under this Agreement.

2.8 The actions of the Buyer pursuant to Clause 2.4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Buyer.

2.9 In no event shall the Buyer be liable for any bid costs incurred by:

2.9.1 the Supplier or any Affiliate or Representative; or

2.9.2 any Other Bidder, Other Affiliate or Other Representative,

as a result of any breach by the Supplier, Affiliate or Representative of this Agreement, including, without limitation, where the Supplier or any Affiliate or Representative, orany Other Bidder, Other Affiliate or Other Representative are excluded from the FCP Process.

2.10 The Supplier acknowledges and agrees that:

2.10.1 neither damages nor specific performance are adequate remedies in the event of its breach of the obligations in Clause 2; and

2.10.2 in the event of such breach by the Supplier of any of its obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate this Agreement and the Supplier's participation in the FCP Process.

## 3 SOLE RESPONSIBILITY

3.1 It is the sole responsibility of the Supplier to comply with the terms of this Agreement.

No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier or any Affiliate or Representative to the Buyer shall discharge the Supplier's obligations.

## 4 WAIVER AND INVALIDITY

4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power

or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

## 5 ASSIGNMENT AND NOVATION

5.1 Subject to Clause 5.2 the Parties shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.5.2 The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

5.2.1 any Central Government Body; or

5.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and

5.2.3 the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.

5.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

## 6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect any right

remedy of any person which exists or is available otherwise than pursuant to that Act.

## 7 TRANSPARENCY

7.1 The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the PCR to run transparent and fair procurement processes. Accordingly, the Buyer may disclose the contents of this Agreement to potential bidders in the FCP Process, for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

## 8 NOTICES

8.1 Any notices sent under this Agreement must be in writing.

8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

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

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| | 9.00am) or on the next Working Day (if after 5.00pm). | |

8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

| | **Supplier** | **Buyer** |
|---|---|---|
| **Contact** | | |
| **Address** | | |
| **Email** | | |

8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## 9 WAIVER AND CUMULATIVE REMEDIES

9.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended and what is waived. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

## 10 TERM

10.1 Each Party's obligations under this Agreement shall continue in full force and effect for a period of 3 years and 9 months from the Effective Date.

## 11 GOVERNING LAW AND JURISDICTION

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

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Buyer

Name:

Signature:

Position in Buyer:

Signed by the Supplier

Name:

Signature:

Position in Supplier:

**Joint Schedule 1 (Definitions)**

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

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

In each Contract, unless the context otherwise requires:

the singular includes the plural and vice versa;

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

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

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

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

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

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

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

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

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

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

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

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

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

any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

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

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| **"Achieve"** | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a |

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| | Satisfaction Certificate in respect of that Milestone if specified within the Buyer's acceptance testing procedure and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly; |
| **"Additional Insurances"** | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| **"Admin Fee"** | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees; |
| **"Affected Party"** | the Party seeking to claim relief in respect of a Force Majeure Event; |
| **"Affiliates"** | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| **"Annex"** | extra information which supports a Schedule; |
| **"Approval"** | the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly; |
| **"Audit"** | the Relevant Authority's right to:<br>) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);<br>) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;<br>) verify the Open Book Data;<br>) verify the Supplier's and each Subcontractor's compliance with the applicable Law;<br>) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;<br>identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;<br>) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;<br>) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; |

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| | carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;<br>enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or<br>) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract; |
| **"Auditor"** | )the Buyer's internal and external auditors;<br>)the Buyer's statutory or regulatory auditors;<br>)the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;<br>)HM Treasury or the Cabinet Office;<br>)any party formally appointed by the Buyer to carry out audit or similar review functions; and<br>successors or assigns of any of the above; |
| **"Authority"** | CCS and each Buyer; |
| **"Authority Cause"** | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| **"BACS"** | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| **"Balanced Scorecard"** | a tool for Call-Off Contact management activity, through measurement of a Supplier's performance against key performance indicator, which the Buyer and Supplier may agree at the Call-Off Contract Start Date; |
| **"Beneficiary"** | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| **"Buyer"** | the relevant public sector purchaser identified as such in the Order Form; |
| **"Buyer Assets"** | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| **"Buyer Authorised Representative"** | the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form; |

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| **"Buyer Premises"** | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |
| **"Buyer's Guidance"** | guidance for Buyers on how to buy digital services using the Framework Contract, located at: https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide ; |
| **"Call-Off Contract"** | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form; |
| **"Call-Off Contract Period"** | the Contract Period in respect of the Call-Off Contract; |
| **"Call-Off Expiry Date"** | the latter of the scheduled date of the end of a Call-Off Contract as stated in the Order Form or the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract; |
| **"Call-Off Incorporated Terms"** | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form; |
| **"Call-Off Initial Period"** | the Initial Period of a Call-Off Contract specified in the Order Form; |
| **"Call-Off Optional Extension Period"** | such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form; |
| **"Call-Off Procedure"** | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure); |
| **"Call-Off Special Terms"** | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract; |
| **"Call-Off Start Date"** | the date of start of a Call-Off Contract as stated in the Order Form; |
| **"Call-Off Tender"** | the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender); |
| **"Cap"** | the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope; |
| **"Capped Time and Materials"** | Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables; |
| **"CCS"** | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP; |
| **"CCS Authorised Representative"** | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form; |

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| **"Central Government Body"** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:<br>) Government Department;<br>) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);<br>) Non-Ministerial Department; or<br>) Executive Agency; |
| **"Change in Law"** | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| **"Change of Control"** | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| **"Charges"** | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| **"Claim"** | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| **"Commercially Sensitive Information"** | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; |
| **"Comparable Supply"** | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| **"Confidential Information"** | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential; |
| **"Conflict of Interest"** | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS; |
| **"Contract"** | either the Framework Contract or the Call-Off Contract, as the context requires; |
| **"Contract Period"** | the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:<br>a) applicable Start Date; or<br>b) the Effective Date |

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| | up to and including the applicable End Date; |
| **"Contract Value"** | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier; |
| **"Contract Year"** | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| **"Control"** | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly; |
| **"Controller"** | has the meaning given to it in the GDPR; |
| **"Core Terms"** | CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| **"Costs"** | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:<br>) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:<br>a) base salary paid to the Supplier Staff;<br>b) employer's National Insurance contributions;<br>c) pension contributions;<br>d) car allowances;<br>e) any other contractual employment benefits;<br>f) staff training;<br>g) work place accommodation;<br>h) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and<br>i) reasonable recruitment costs, as agreed with the Buyer;<br>) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;<br>) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and<br>) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; |

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| | but excluding:<br>(i) Overhead;<br>(ii) financing or similar costs;<br>(iii) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;<br>(iv) taxation;<br>(v) fines and penalties;<br>(vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and<br>(vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| **"CRTPA"** | the Contract Rights of Third Parties Act 1999; |
| **"Data Protection Impact Assessment"** | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| **"Data Protection Legislation"** | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy; |
| **"Data Protection Liability Cap"** | the amount specified in the Framework Award Form; |
| **"Data Protection Officer"** | has the meaning given to it in the GDPR; |
| **"Data Subject"** | has the meaning given to it in the GDPR; |
| **"Data Subject Access Request"** | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| **"Deductions"** | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| **"Default"** | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| **"Default Management Charge"** | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information); |

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| **"Delay Payments"** | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay of a Milestone as specified in the Implementation Plan; |
| **"Deliverables"** | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| **"Delivery"** | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly; |
| **"Disclosing Party"** | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |
| **"Dispute"** | any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; |
| **"Dispute Resolution Procedure"** | the dispute resolution procedure set out in Clause 34 (Resolving disputes); |
| **"Documentation"** | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:<br>) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables<br>) is required by the Supplier in order to provide the Deliverables; and/or<br>) has been or shall be generated for the purpose of providing the Deliverables; |
| **"DOTAS"** | the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions; |
| **"DPA 2018"** | the Data Protection Act 2018; |

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| **"Due Diligence Information"** | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date; |
| **“Effective Date”** | the date on which the final Party has signed the Contract; |
| **"EIR"** | the Environmental Information Regulations 2004; |
| **“Electronic Invoice”** | an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870; |
| **"Employment Regulations"** | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC; |
| **"End Date"** | the earlier of:<br>) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or<br>) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates); |
| **"Environmental Policy"** | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| **"Equality and Human Rights Commission"** | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| **“Estimated Year 1 Charges”** | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |
| **"Estimated Yearly Charges"** | means for the purposes of calculating each Party’s annual liability under Clause 11.2 :<br>a) in the first Contract Year, the Estimated Year 1 Charges; or<br>b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or<br>c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |

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| **"Existing IPR"** | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| **“Exit Day”** | shall have the meaning in the European Union (Withdrawal) Act 2018; |

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| **"Expiry Date"** | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| **"Extension Period"** | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| **“Fixed Price”** | the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price which 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; |
| **"FOIA"** | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| **"Force Majeure Event"** | any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:<br>) riots, civil commotion, war or armed conflict;<br>) acts of terrorism;<br>) acts of a Central Government Body, local government or regulatory bodies;<br>) fire, flood, storm or earthquake or other natural disaster,<br>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain; |
| **"Force Majeure Notice"** | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| **"Framework Award Form"** | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS; |
| **"Framework Contract"** | the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice; |
| **"Framework Contract Period"** | the period from the Framework Start Date until the End Date of the Framework Contract; |
| **"Framework Expiry Date"** | the scheduled date of the end of the Framework Contract as stated in the Framework Award Form; |

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| **"Framework Incorporated Terms"** | the contractual terms applicable to the Framework Contract specified in the Framework Award Form; |
| **"Framework Optional Extension Period"** | such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form; |
| **"Framework Price(s)"** | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices); |
| **"Framework Special Terms"** | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract; |
| **"Framework Start Date"** | the date of start of the Framework Contract as stated in the Framework Award Form; |
| **"Framework Tender Response"** | the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender); |
| **"Further Competition Procedure"** | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure); |
| **"GDPR"** | the General Data Protection Regulation (Regulation (EU) 2016/679); |
| **"General Anti-Abuse Rule"** | ) the legislation in Part 5 of the Finance Act 2013; and<br>) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| **"General Change in Law"** | a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| **"Goods"** | goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ; |
| **"Good Industry Practice"** | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| **"Government"** | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| **"Government Data"** | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: |

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| | a) are supplied to the Supplier by or on behalf of the Authority; or<br>b) the Supplier is required to generate, process, store or transmit pursuant to a Contract; |
| **"Guarantor"** | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract; |
| **"Halifax Abuse Principle"** | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| **"HMRC"** | Her Majesty's Revenue and Customs; |
| **"ICT Policy"** | the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure; |
| **"Impact Assessment"** | an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:<br>) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;<br>) details of the cost of implementing the proposed Variation;<br>) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;<br>) a timetable for the implementation, together with any proposals for the testing of the Variation; and<br>) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request; |
| **"Implementation Plan"** | the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing), as applicable, where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| **"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 Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work; |
| **"Indemnifier"** | a Party from whom an indemnity is sought under this Contract; |
| **"Independent Control"** | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does |

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| | so separately from the Controller providing it with Personal Data and "**Independent Controller**" shall be construed accordingly; |
| **"Indexation"** | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form; |
| **"Information"** | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| **"Information Commissioner"** | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; |
| **"Initial Period"** | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires; |
| **"Insolvency Event"** | with respect to any person, means:<br>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:<br>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or<br>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;<br>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;<br>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;<br>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;<br>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;<br>(f) where that person is a company, a LLP or a partnership:<br>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation |

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| | of that person with one or more other companies or the solvent reconstruction of that person;<br>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;<br>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or<br>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or<br>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; |
| **"Installation Works"** | all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract; |
| **"Intellectual Property Rights" or "IPR"** | ) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks,service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs (whether registrable or otherwise), Know-How, trade secrets and other rights in Confidential Information;<br>) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and<br>) all other rights having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off; |
| **"Invoicing Address"** | the address to which the Supplier shall invoice the Buyer as specified in the Order Form; |
| **"IPR Claim"** | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract; |
| **"IR35"** | the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies; |
| **"Joint Controller Agreement"** | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (*Processing Data*); |

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| **“Joint Controllers”** | where two or more Controllers jointly determine the purposes and means of Processing; |
| **“Joint Control”** | where two or more Controllers agree to jointly determine the purposes and means of Processing Personal Data; |
| **"Key Staff"** | the individuals (if any) identified as such in the Order Form and any Statement of Work; |
| **"Key Sub-Contract"** | each Sub-Contract with a Key Subcontractor; |
| **"Key Subcontractor"** | any Subcontractor:<br>) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or<br>) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or<br>) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,<br>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| **"Know-How"** | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date; |
| **“KPI Target”** | a key performance indicator target included in the Balanced Scorecard; |
| **"Law"** | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply; |
| **“LED”** | Law Enforcement Directive (Directive (EU) 2016/680); |
| **"Losses"** | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly; |
| **"Lots"** | the number of lots specified in Framework Schedule 1 (Specification), if applicable; |

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| **"Management Charge"** | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information); |
| **"Management Information" or "MI"** | the management information specified in Framework Schedule 5 (Management Charges and Information); |
| **"MI Default"** | means when two (2) MI Reports are not provided in any rolling six (6) month period |
| **"MI Failure"** | means when an MI report:<br>) contains any material errors or material omissions or a missing mandatory field; or<br>) is submitted using an incorrect MI reporting Template; or<br>) is not submitted by the reporting date (including where a declaration of no business should have been filed); |
| **"MI Report"** | means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information); |
| **"MI Reporting Template"** | means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority; |
| **"Milestone"** | an event or task described in the Implementation Plan or Statement of Work; |
| **"Milestone Date"** | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved; |
| **"Minimum Notice Period for Extension(s)"** | is the minimum period within which the Buyer may serve written notice on the Supplier notifying it of the Buyer's intention to activate an Optional Extension Period under the Order Form; |
| **"Misconduct"** | has the meaning given to it in Paragraph 7.2 of Framework Schedule 7 (Call-Off Award Procedures); |
| **"Month"** | a calendar month and "**Monthly**" shall be interpreted accordingly; |
| **"National Insurance"** | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004); |
| **"New IPR"** | ) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or<br>) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;<br>but shall not include the Supplier's Existing IPR; |
| **"Occasion of Tax Non–Compliance"** | where: |

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| | ) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:<br>a) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;<br>b) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or<br>) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion; |
| **"Off-Payroll Worker"** | a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual; |
| **"Open Book Data"** | complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:<br>) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;<br>) operating expenditure relating to the provision of the Deliverables including an analysis showing:<br>a) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;<br>b) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;<br>c) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and<br>d) Reimbursable Expenses, if allowed under the Order Form;<br>) Overheads;<br>) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; |

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| | ) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;<br>confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;<br>) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and<br>) the actual Costs profile for each Service Period; |
| **“Optional Extension Period”** | is the Buyer’s maximum optional extension period to the Call-Off Initial Period as set out in the Order Form; |
| **"Order"** | means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract; |
| **"Order Form"** | a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract; |
| **"Order Form Template"** | the template in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules), as applicable; |
| **"Other Contracting Authority"** | any actual or potential Buyer under the Framework Contract; |
| **"Overhead"** | those amounts which are intended to recover a proportion of the Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"; |
| **"Parliament"** | takes its natural meaning as interpreted by Law; |
| **"Party"** | in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits; |
| **"Performance Indicators" or "PIs"** | the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management); |
| **"Personal Data"** | has the meaning given to it in the GDPR; |
| **“Personal Data Breach”** | has the meaning given to it in the GDPR; |
| **“Personnel”** | all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract; |
| **"Prescribed Person"** | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available |

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| | online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies; |
| **“Processing”** | has the meaning given to it in the GDPR; |
| **“Processor”** | has the meaning given to it in the GDPR; |
| **"Progress Meeting"** | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; |
| **"Progress Meeting Frequency"** | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1, as specified in the Order Form; |
| **“Progress Report”** | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; |
| **“Progress Report Frequency”** | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form; |
| **“Prohibited Acts”** | ) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:<br>a) induce that person to perform improperly a relevant function or activity; or<br>b) reward that person for improper performance of a relevant function or activity;<br>) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or<br>) committing any offence:<br>a) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or<br>b) under legislation or common law concerning fraudulent acts; or<br>c) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or<br>) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; |
| **“Protective Measures”** | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Call-Off Schedule 26 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or, Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract. |

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| **“Recall”** | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance; |
| **"Recipient Party"** | the Party which receives or obtains directly or indirectly Confidential Information; |
| **"Rectification Plan"** | the Supplier’s plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:<br>) full details of the Default that has occurred, including a root cause analysis;<br>) the actual or anticipated effect of the Default; and<br>) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| **"Rectification Plan Process"** | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan); |
| **"Regulations"** | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| **"Reimbursable Expenses"** | the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:<br>) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and<br>) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| **"Relevant Authority"** | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires; |
| **"Relevant Authority's Confidential Information"** | ) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);<br>) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority’s attention or into the Relevant Authority’s possession in connection with a Contract; and<br>information derived from any of the above; |

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| **"Relevant Requirements"** | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010; |
| **"Relevant Tax Authority"** | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| **"Reminder Notice"** | a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time; |
| **"Replacement Deliverables"** | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **"Replacement Subcontractor"** | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor); |
| **"Replacement Supplier"** | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer; |
| **"Request For Information"** | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| **"Required Insurances"** | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form; |
| **“Restricted Staff”** | any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity; |
| **"Satisfaction Certificate"** | the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing), as applicable, or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test; |
| **"Security Management Plan"** | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable); |
| **"Security Policy"** | the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to |

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| | the Supplier), as updated from time to time and notified to the Supplier; |
| **"Self Audit Certificate"** | means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate); |
| **"Serious Fraud Office"** | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| **“Service Levels”** | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| **"Service Period"** | has the meaning given to it in the Order Form; |
| **“Service Provision”** | one or more of the service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification); |
| **"Services"** | services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form; |
| **"Service Transfer"** | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor; |
| **"Service Transfer Date"** | the date of a Service Transfer; |
| **"Sites"** | any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:<br>) the Deliverables are (or are to be) provided; or<br>) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; |
| **"SME"** | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises; |
| **"Special Terms"** | any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract; |
| **"Specific Change in Law"** | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date; |
| **"Specification"** | the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form; |
| **"Standards"** | any:<br>) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent |

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| | bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;<br>) standards detailed in the specification in Framework Schedule 1 (Specification);<br>) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;<br>) relevant Government codes of practice and guidance applicable from time to time; |
| **"Start Date"** | in the case of the Framework Contract, the date specified on the Framework Award Form, in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work; |
| **"Statement of Requirements"** | a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure; |
| **"Statement of Works" "(SOW)"** | the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s); |
| **"Status Determination Statement" or "(SDS)"** | a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services. |
| **"SOW End Date"** | the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease; |
| **"SOW Start Date"** | the date of the start of the Statement of Works as stated in the SOW; |
| **"Storage Media"** | the part of any device that is capable of storing and retrieving data; |

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

| | |
|---|---|
| **"Supplier Marketing Contact"** | shall be the person identified in the Framework Award Form; |
| **"Supplier Non-Performance"** | where the Supplier has failed to:<br>) Achieve a Milestone by its Milestone Date;<br>) provide the Goods and/or Services in accordance with the Service Levels ; and/or<br>) comply with an obligation under a Contract; |
| **"Supplier Profit"** | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period; |
| **"Supplier Profit Margin"** | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage; |
| **"Supplier Staff"** | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract; |
| **"Supporting Documentation"** | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable; |
| **"Tax"** | all forms of taxation whether direct or indirect;<br>national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;<br>all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and<br>any penalty, fine, surcharge, interest, charges or costs relating to any of the above,<br>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction; |
| **"Termination Notice"** | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination; |
| **"Test Issue"** | any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract; |
| **"Test Plan"** | a plan:<br>) for the Testing of the Deliverables; and |

| | |
|---|---|
| | ) setting out other agreed criteria related to the achievement of Milestones; |
| **"Tests "** | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "**Tested**" and "**Testing**" shall be construed accordingly; |
| **"Third Party IPR"** | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| **"Time and Materials"** | a pricing mechanism where by the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval; |
| **"Transferring Supplier Employees"** | those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date; |
| **"Transparency Information"** | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for:<br>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and<br>(b) Commercially Sensitive Information; |
| **"Transparency Reports"** | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| **"Variation"** | any change to a Contract; |
| **"Variation Form"** | the form set out in Joint Schedule 2 (Variation Form); |
| **"Variation Procedure"** | the procedure set out in Clause 24 (Changing the contract); |
| **"VAT"** | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| **"VCSE"** | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| **"Worker"** | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; |
| **"Worker Engagement Route"** | the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be:<br>a) "employed by the Supplier the Buyer contracts with", |

| | |
|---|---|
| | b) “employed by another organisation within the supply chain, e.g. an agency or umbrella company”,<br>c) “an off-payroll worker engaged via an intermediary e.g. the worker’s own personal service company”,<br>d) “an independent sole trader”. |
| **"Working Day"** | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form; |
| **"Work Day"** | a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and |
| **"Work Hours"** | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks. |

**Joint Schedule 2 (Variation Form)**

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

| **Contract Details** | |
|---|---|
| This variation is between: | **delete** as applicable:<br><br>**Buyer (“the Buyer"**)<br><br>And<br><br>**[insert** name of Supplier**]** (**"the Supplier"**) |
| Contract name: | **[insert** name of contract to be changed] **(“the Contract”)** |
| Contract reference number: | [insert contract reference number] |
| **[**Statement of Work (SOW) reference:**]** | **[insert** SOW reference number and title (if applicable) or delete |

| | | |
|---|---|---|
| **[**Buyer reference:**]** | **[insert** cost centre/portfolio codes as appropriate**]** | |
| **Impact of Variation** | | |
| Likely impact of the proposed variation: | **[Supplier to insert** assessment of impact] | |
| Contract variation: | This Contract detailed above is varied as follows:<br><br>□ **[CCS/Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]<br><br>□ **[reference Annex 1** as appropriate**]** | |
| Financial variation: | Original Contract Value: | £ **[insert** amount] |
| | Additional cost due to variation | £ **[insert** amount] |
| | New Contract value: | £ **[insert** amount] |
| **[**Timescale variation/s:**]** | **[insert** changes to dates/milestones or delete row] | |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete** as applicable: CCS / Buyer**]**

2. Words and expressions in this Variation shall have the meanings given to them in the Contract. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature ----------

Date ----------

Name (in capitals)

Job Title ----------

----------

Address

---

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

Signature

Date ---

Name (in capitals) ---

Job Title ---

Address ---

**ANNEX 1**

**[insert** details as required**]**

**Joint Schedule 3 (Insurance Requirements)**

**2 The insurance the Supplier needs to have**

The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

i) the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

ii) the Call-Off Contract Effective Date in respect of the Additional Insurances.

The Insurances shall be:

iii) maintained in accordance with Good Industry Practice;

iv) (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

v) taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

vi) maintained for the Contract Period and for at least six (6) years after the End Date.

The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

**3 How to manage the insurance**

Without limiting the other provisions of this Contract, the Supplier shall:

i) take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

ii) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

iii) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

**4 What happens if the Supplier is not insured**

The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

**5 Evidence of insurance to be provided**

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

**6 Required amount of insurance**

The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate

to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

## 7 Cancelled Insurance

The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

## 8 Insurance claims

The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 0 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## ANNEX: REQUIRED INSURANCES

The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:

professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);

public liability and products insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and

employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

## Joint Schedule 4 (Commercially Sensitive Information)

### What is the Commercially Sensitive Information?

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| No. | Date | Item(s) | Duration of Confidentiality |
|---|---|---|---|
| Date:<br>Details: Rate card and pricing<br>Duration of confidentiality: perpetual | | | |

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

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

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

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;

3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

## 4. Income Security

4.1 The Supplier shall:

4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

4.1.3 ensure all workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

(a) as a disciplinary measure

(b) except where permitted by law; or

(c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## 5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account:

(1) the extent;

(2) frequency; and

(3) hours worked;

by individuals and by the Supplier Staff as a whole;

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

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

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

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

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

## 6. Sustainability

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

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

**Joint Schedule 7 (Financial Difficulties)**

**1. Definitions**

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

| | |
|---|---|
| **"Credit Rating Threshold"** | **1** the minimum credit rating level for the Monitored Company as set out in Annex 2 and; |
| **" Distress Event"** | **2 the occurrence or one or more of the following events:** |

a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;

b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;

d) Monitored Company committing a material breach of covenant to its lenders;

e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or

f) any of the following:

i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;

ii) non-payment by the Monitored Company of any financial indebtedness;

iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or

iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

| | |
|---|---|
| **"Financial Distress Service Continuity Plan"** | 3 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;<br><br>4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs; |
| **“Monitored Company”** | 5 Supplier [Guarantor] or any Key Subcontractor] |
| **"Rating Agencies"** | 6 the rating agencies listed in Annex 1. |

## 2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of

termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

## 3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with sufficient working accounts to allow further validation of financial status to be undertaken.

3.4 The Supplier shall:

3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS and Buyers in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

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

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

4.2The Supplier shall and shall procure that the other Monitored Companies shall:

4.2.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and 4.2.2 where CCS or Buyers reasonably believes (taking into account the discussions and any representations made under Paragraph 4.2.1 which CCS may share with Buyers) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.3 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.4 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.5 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1,

submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

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

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

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

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

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

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

5.1.3 in the case of the Buyer, the Supplier fails to agree a Financial Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) that ensures the continued performance of the Contract and delivery of the Deliverables under its Contract; and/or

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

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

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

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

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

## ANNEX 1: RATING AGENCIES

Dun and Bradstreet ("D&B")

## ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

### Part 1: Current Rating

| Entity | Current Credit Rating |
|---|---|
| UBDS IT Consulting Ltd | [redacted] |

| Entity | Credit Rating (Long Term) Threshold |
|---|---|
| UBDS IT Consulting Ltd | [redacted] |

**Joint Schedule 10 (Rectification Plan)**

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

**Joint Schedule 11 (Processing Data)**

**Definitions**

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

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

**Status of the Controller**

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

(a) "Controller" in respect of the other Party who is "Processor";

(b) "Processor" in respect of the other Party who is "Controller";

(c) "Joint Controller" with the other Party;

(d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

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

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged Processing and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Personal Data Breach.

8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Personal Data Breach; and/or

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the Processing is not occasional;

(b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

(a) notify the Controller in writing of the intended Subprocessor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

(d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

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

**Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties,

each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

22. The Parties shall only provide Personal Data to each other:

(a) to the extent necessary to perform their respective obligations under the Contract;

(b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

(c) where it has recorded it in Annex 1 *(Processing Personal Data).*

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **("Request Recipient")**:

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*

28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

**Annex 1 - Processing Personal Data**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are: [redacted]

1.2 The contact details of the Supplier's Data Protection Officer are: [redacted]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | 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:<br>• That which is processed through Infrastructure and Platforms Division • Individuals seeking information, advice and guidance from the Infrastructure and Platforms Division<br>• That which is processed in the delivery of services as set out at Call<br>Off 20 – Services Specification and Call-Off Schedule 4.<br>• That which is processed in accordance with the individual Statement of Works.<br>• Any personal data processed by the supplier as directed by the individual Statement of Work<br>• Provider level information - contact details (contact names, work email and contact numbers); external IT Supplier/support firm contact names, emails and contact numbers (e.g. external contact details, external building contractors details).<br>• Project status including risks, financial and commercial data 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:<br>• Business contact details of Supplier Personnel,<br>• Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract |
| Duration of the Processing | For the duration of this contract, that is 2 years + extension period of 6 months from the commencement date of this contract and as permitted. |
| Nature and purposes of the | Details of the nature and purposes of personal data processing will |

| | |
|---|---|
| Processing | be set<br>out in the individual Statements of Works but may include but not limited to:<br>Collection<br>Recording<br>Organisation<br>Structuring<br>Storage<br>Use<br>Disclosure by transmission<br>Dissemination<br>Combination<br>Erasure<br>Retrieval<br>Consultation<br>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). |
| Type of Personal Data | As defined in the individual Statements of Works.<br>As set out in the Infrastructure and Platforms Division specification<br>documentation, which may be amended from time to time,<br>or as agreed separately and explicitly with the data processor,<br>Details of the types of personal data that may be processed are set out:<br>Unique Learner Number<br>Given Name<br>Middle Names<br>Family Name<br>Preferred Given Name<br>Previous Family Name<br>Date of Birth<br>Sex (although we label it gender)<br>Address |

| | |
|---|---|
| | Postcode<br><br>Email Address<br><br>Unique Candidate Number<br><br>Unique Pupil Number<br><br>Qualification<br><br>Award Date<br><br>Grade/Outcome<br><br>and specifications, including but not limited to:<br>Unique Learner Number<br>Given Names<br>Family Name<br>Date of Birth<br>Sex<br>Address<br>Postcode<br>Email Address<br>National Insurance Number<br>Ethnicity<br>Disability, Learning Difficulties or health problem |
| Categories of Data Subject | Data Subjects of the Personal Data referred to above, which may include:<br>□ Staff (including volunteers, agents, and temporary workers) of the Relevant Authority.<br>□ Staff (including volunteers, agents, and temporary workers) of Responsible Bodies<br>□ Customers, clients and suppliers |
| 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 | The supplier will return all copies of personal data created or processed by the Supplier as part of (the work package and Statement of Work) within 30 days of (the contract end) and securely remove all personal data no later than 60 days after the end (of the contract), unless specific instructions are provided by the relevant authority |

## Annex 2 - Joint Controller Agreement [NOT USED]

**Joint Schedule 12 (Supply Chain Visibility)**

**Definitions**

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

| | |
|---|---|
| **"Contracts Finder"** | the Government's publishing portal for public sector procurement opportunities; |
| **"SME"** | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises; |
| **"Supply Chain Information Report Template" 12; and** | the document at Annex 1 of this Schedule |
| **"VCSE"** | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives. |

**Visibility of Sub-Contract Opportunities in the Supply Chain**

2.1 The Supplier shall:

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

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

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

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

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

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

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

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

**Visibility of Supply Chain Spend**

3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

(a) the total contract revenue received directly on the Contract;

(b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and

(c) the total value of sub-contracted revenues to SMEs and VCSEs.

3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

**Annex 1**

**Supply Chain Information Report template**

Worksheet in
RM6263-Joint-Schedu

**Joint Schedule 13 (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):

| | |
|---|---|
| **"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 can be found at: https://www.cyberessentials.ncsc.gov.uk/ |
| **"Cyber Essentials Basic Certificate"** | the certificate awarded on the basis of selfassessment, 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 Framework Award Form and/or Order Form requires that the Supplier provide a Cyber Essentials Plus Certificate prior to Framework Start Date and/or commencing the provision of Deliverables under the Call-Off Contract including, if applicable, any Statement of Work, the Supplier shall provide a valid Cyber Essentials Plus Certificate to CCS and/or 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 CCS and/or 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 CCS and/or the Buyer evidence of renewal of the 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, CCS and/or 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 Plus Scheme under Paragraph 2.1 of this Schedule.

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