

# Further Competition Order Form Template

**CALL-OFF REFERENCE:** CCZN21A05

**THE BUYER:** Cabinet Office

**BUYER ADDRESS REDACTED**

**SUPPLIER REFERENCE** NS6/10032101

**THE SUPPLIER:** Telefonica UK Limited

**SUPPLIER ADDRESS: REDACTED**

**REGISTRATION NUMBER:** 1743099

**DUNS NUMBER:** 289733107

**SID4GOV ID:** N/A

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12 March 2021.

It is issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

## CALL-OFF LOT:

Lot 6: Mobile voice and data services

## CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3808
3. The following Schedules in equal order of precedence:

· Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)

Further Competition Call-Off Order

Form V1.0 12082019

- Joint Schedule 6 (Key Subcontractors)

- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

· Call-Off Schedules for CCZN21A05

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 11 (Installation Works)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)

4. CCS Core Terms (version 3.0.5)

5. Joint Schedule 5 (Corporate Social Responsibility)

6. 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: terms to revise or supplement Core Terms, Joint Schedules, Call-Off Schedules; or none

- Special Term 1 Mobile Terms as attached at Annex A
- Special Term 2 Mobile Equipment Terms as attached at Annex B

**CALL-OFF START DATE 04/05/2021**

**CALL-OFF EXPIRY DATE 03/05/2023**

**CALL-OFF INITIAL PERIOD 2 Years**

**CALL-OFF OPTIONAL EXTENSION PERIOD 1 Year**

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION (3 months)**

Further Competition Call-Off Order  
Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

### **CALL-OFF DELIVERABLES**

The Supplier will provide the Buyer with Mobile Voice and Data Services as further set out in attachment 3 (Requirements) of Call-Off Schedule 4 (Call-Off Tender).

The following Mobile Voice and Data tariffs will be available to the Buyer:

- Big Business Unlimited Voice Only
- Big Business Unlimited with Group Shared Data

Full details of all available tariffs and Services are detailed in Call-Off Schedule 5 (Pricing Details).

### **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£325,065.00** the Estimated Call-Off Charges in the first 12 months of the Contract.

### **CALL-OFF CHARGES**

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

### **REIMBURSABLE EXPENSES**

Not recoverable

### **PAYMENT METHOD**

BACS or electronic transfer

### **BUYER'S INVOICE ADDRESS: REDACTED**

### **BUYER'S AUTHORISED REPRESENTATIVE REDACTED**

Further Competition Call-Off Order

Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

### **BUYER'S ENVIRONMENTAL POLICY – N/A**

### **ADDITIONAL INSURANCES – N/A**

### **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)

### **STAFF TRANSFER**

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer On Start Date)

Part E (Staff Transfer on Exit)

### **QUALITY PLAN**

Not Applicable

### **MAINTENANCE OF ICT ENVIRONMENT**

Not Applicable

## **BUSINESS CONTINUITY AND DISASTER RECOVERY**

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

## **SECURITY REQUIREMENTS**

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies

## **BUYER'S SECURITY POLICY**

Not Applicable

## **INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

Not Applicable

## **SERVICE LEVELS AND SERVICE CREDITS**

Service Credits will not apply to this Call-Off Contract

Service Levels applicable to this Call-Off Contract are detailed in Call-Off Schedule 14.

The **Service Period** is One (1) Month.

## **PERFORMANCE MONITORING**

Additional performance monitoring required:

No

Further Competition Call-Off Order

Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

**SUPPLIER'S AUTHORISED REPRESENTATIVE**  
**REDACTED**

**SUPPLIER'S CONTRACT MANAGER**  
**REDACTED**

## **PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

## **PROGRESS MEETING FREQUENCY**

Monthly

## **OPERATIONAL BOARD**

Not Applicable

## **KEY STAFF**

Not Applicable

## **KEY SUBCONTRACTOR(S)**

Not Applicable

## COMMERCIALLY SENSITIVE INFORMATION

The Supplier's Technical Submission and Pricing shall be deemed as Commercially Sensitive.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	13 April 2021	Date:	14 <sup>TH</sup> April 2021

Further Competition Call-Off Order Form  
V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

## ANNEX A - Mobile Terms

### 1. DEFINITIONS

In these Mobile Terms, in addition to those terms set out in the Call Off Contract, the following terms and expressions apply:

**"Affiliate"** means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);

**"Airtime"** means mobile airtime and Network capacity;

**"AIT"** means artificially inflated traffic which occurs when the flow of calls to any particular revenue share service is, as a result of any activity by or on or behalf of the entity operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith usage of the Network;

**"Charges"** means the monies payable by the Buyer to the Supplier in respect of: (a) each Service provided by the Supplier (whether or not the Service is used by the Buyer); (b) where applicable, the O2 Supplied Equipment; and (c) any other products or services which the Supplier may agree to supply to the Buyer from time to time under the Call Off Contract, as set out in the Standard Service Offer, the relevant Service Schedule, on the O2 Website or as otherwise agreed by the parties in writing from time to time (as amended from time to time in accordance with the terms of the Call Off Contract);

**"Data Connection"** means any connection and/or communication between Devices by which data is either transmitted and/or received;

**"Device"** means Equipment or other mobile device, capable of incorporating a SIM Card;

**"Europe Zone"** means the countries listed as being included in the Europe Zone on the O2 Website as updated by the Supplier from time to time;

**"Equipment"** means equipment purchased by the Buyer from the Supplier under the Call-Off Contract which may be used in the provision of the Services, as detailed in the Service Offer and/or Order Form or other document agreed between the parties from time to time;

**“Gateway”** means any equipment containing one or more SIM Cards for one or more mobile networks, which enables the routing of calls and/or SMS and/or any other form of communication from fixed apparatus to mobile equipment by establishing a mobile to mobile call, SMS Text message or Data Connection;

**“Minimum Holding Period”** means, in relation to a particular Service, the number of months from the Service Commencement Date within which the Buyer is required to connect the Minimum Holding(s) as specified in the Service Offer Service Description, unless specified otherwise in the Buyer’s Order Form;

**“Minimum Period”** means the minimum number of months a particular Service or instance of a Service must be in operation for which, unless specified otherwise in this Service Offer or the Buyer’s Order Form, shall be a minimum of 30 days from the Service Commencement Date;

Further Competition Call-Off Order  
Form V1.0 12082019

**“Mobile Equipment”** has the meaning set out in the Mobile Equipment Terms and which shall, for the avoidance of doubt, constitute “O2 Equipment”;

**“Mobile Data Services”** means the Mobile Services under which the Supplier supplies the Buyer with Airtime enabling the Buyer to transfer data on the Network;

**“Mobile Services”** means those Services identified as a “Mobile Service” in these Mobile Terms and the Service Schedules;

**“Mobile Terms”** means this document entitled “Mobile Terms”;

**“Network”** means the Supplier Network and the network of any Third Party used by the Supplier to supply the Services, as applicable;

**“New Connection”** (including New SIM Only Connections and New Connections With Device)

**“Service Schedule”** means any document entitled “Service Schedule” containing additional terms relating to a particular Service which schedule shall form part of the Call-Off Contract;

**“SIM Card”** means a subscriber identity module card supplied to the Buyer by the Supplier and which, for the avoidance of doubt, is included in the definition of O2 Equipment in this Service Offer;

**“SMS” and / or “MMS”** means the short message service and multimedia message service which allows text messages and/or pictures to be sent and received from Mobile Equipment;

**“Spend Cap”** means the Buyer’s ability to limit the cost of their bill as further defined in Sections 124S and 124T of the Communications Act 2003;

**“Third Party”** means a person other than the Supplier or Buyer;

**“User”** means Buyer Employees, subcontractors, agents or anyone else who is permitted by the Buyer to use the Service;

**“Value Added Mobile Services”** means the value added services in relation to Mobile Services, such as installation and repair etc as may be made generally available from time to time by the Supplier to business customers, the details of which appear on the O2 Website (<https://psc.business.o2.co.uk/#overview>);

**“Voice Services”** means the Mobile Services under which the Supplier supplies the Buyer with Airtime enabling the Buyer to make and receive mobile voice calls and SMS texts on the Network.

## **2. MOBILE SERVICE STANDARDS**

The Buyer acknowledges that provision of the Mobile Services is subject to the geographic extent of Network coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Mobile Services in any particular location that may, from time to time, adversely affect the provision of the Mobile Services in terms of availability, line clarity and call interference.

## **3. SIMS CARDS AND NUMBERS**

3.1 Where the Buyer is not already a Supplier customer, the Supplier will supply to the Buyer such number of SIM Cards as is necessary for the Buyer to receive the Mobile Services to be provided under the relevant Call-Off Contract.

3.2 The Supplier shall:

- (a) provide to the Buyer such mobile numbers as are necessary for the Buyer to receive the Mobile Services; or
- (b) port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.

3.3 Nothing in the Call-Off Contract shall be construed as to grant the Buyer any right in relation to the mobile numbers other than to receive the Mobile Services as described in the Call-Off Contract.

4.1 Unless otherwise stated in the Supplier's Service Offer and/or the Buyer's Order Form the following apply to UK domestic calls:

- (a) call prices are quoted by the minute;
- (b) the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second;
- (c) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Buyer's invoice;
- (d) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday; weekend rate call Charges apply from midnight on Friday to midnight on Sunday and off-peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and
- (e) all calls are subject to a minimum Charge. Full details of international and roaming call Charges (including rounding policies) are available at [www.o2.co.uk](http://www.o2.co.uk).

4.2 The Buyer acknowledges that roaming calls may take longer to be billed than other types of calls.

4.3 The Supplier may monitor the Buyer's usage of the Mobile Services for the purpose of controlling the Supplier's credit risk and the Buyer's exposure to fraudulent usage.

4.4 The Buyer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services (including any SIM Card) until the Supplier has received a request from the Buyer to suspend the provision of such Mobile Services.

4.5 For the avoidance of doubt, where the Buyer exercises its right to terminate the Call-Off Contract under clause 10.3 within the Call-Off Contract Period then the Buyer shall not be entitled to a refund of any Call-Off Contract Charges paid in advance by the Buyer to the Supplier under this Call-Off Contract.

4.6 The Buyer agrees that the Termination Fees stated herein are a reasonable pre-estimate of the Losses suffered by the Supplier in the event that:

- a) the Buyer terminates (in whole or in part) the Call-Off Contract under Clauses 10.3 (Ending the contract without a reason); or
- b) the Supplier terminates the Call-Off Contract pursuant to Clause 10.6 (When the supplier can end the contract).

The Termination Fee will be invoiced by the Supplier and paid by the Buyer as if it were a Charge under the Call-3(t))-2(.)] TJETQq0.000008875 0 595.56 842.04 reW\* nBT/F2 9.96 Tf17.3 191.78 Tmroln SET . SM CRC

Further Competition Call-Off Order  
Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

5.2 The Supplier will, within 30 days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Mobile Services.

5.3 In the event that the Buyer gives a disconnection notice resulting in disconnection of a SIM Card prior to the expiry of its Minimum Period (as set out in this Service Offer and/or the Buyer's Order Form, the Buyer will pay to the Supplier any applicable Termination Payment.  
Termination Fee.



## 6. OBLIGATIONS OF THE BUYER

6.1 The Buyer shall notify the Supplier immediately (and confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of a SIM Card and shall remain liable for any Charges incurred in respect of and any information contained within that SIM card up until the point at which it notifies the Supplier.

6.2 The Buyer shall, and shall take all reasonable steps to ensure that Users (or anyone having access to the Services) will:

- (a) not use the Mobile Services in any way to generate AIT; and
- (b) not, without the prior written consent of the Supplier which may be withheld at the Supplier's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway;
- (c) not make nuisance calls or use the Services to spam or to send unsolicited advertising or promotional material;
- (d) comply with the Supplier's reasonable instructions relating to health, safety, security and use of the Network; and
- (e) comply with any applicable fair use policy that the Supplier may issue from time to time.

6.3 The Buyer agrees not to use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.

6.4 The Buyer agrees that in respect of SMS and MMS, the Supplier is acting as a network operator and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Buyer's SIM Cards, which do not originate from the Supplier.

6.5 The Buyer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under the Call-Off Contract to another tariff except where Supplier at the Supplier's absolute discretion agrees to do so and confirms such a change in writing to the Buyer.

6.6 The Supplier can at its discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Mobile Services if the Supplier has reasonable cause to suspect fraudulent use of the SIM Card or relevant Mobile Equipment, or either are identified as being stolen. The Buyer shall remain liable for all Charges levied in accordance with the Call-Off Contract during any period of suspension.

Further Competition Call-Off Order  
Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

6.7 The Buyer shall and shall procure that Users (or anyone having access to the Services), shall:

- a) comply with any reasonable instructions from the Supplier and with any health and safety, security, use of Network and fair usage policies as may be implemented and/or amended from time to time relating to the use of the Services, and/or Equipment;
- b) not use the Services and/or Equipment in a manner which damages the reputation of the Supplier or the Supplier's suppliers, is inconsistent with a reasonable buyer's good faith use of the Services and/or Equipment (including spamming and the sending of unsolicited advertising or promotional material), and/or adversely affects the provision of the Services and/or Equipment to other buyers or O2 customers;
- c) not use the Services and/or Equipment fraudulently, or in connection with a criminal offence;
- d) not use the Services and/or Equipment in a way that contravenes any Third Party's rights or any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;

e) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or Equipment;

f) notify the Supplier of any methods of doing business which may affect the Buyer's use of the Services and/or Equipment or the Buyer's ability to comply with the terms of the Call-Off Contract; and

g) comply with all applicable laws and regulatory provisions.

6.8 Subject to clause 10 of these Mobile Terms, the Buyer agrees that it is procuring the Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services.

6.9 The Buyer shall provide the Supplier with any and all information and/or assistance that the Supplier may require in order to perform the Services. The Buyer shall ensure the information is complete and accurate. The Supplier shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of the Buyer's failure to provide the Supplier with the required information and/or assistance. The Buyer shall reimburse the Supplier for any administrative charges that it incurs as a result of information that it receives in accordance with this clause 6.0 that is incomplete or inaccurate.

6.10 The Buyer shall notify the Supplier immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services.

6.11 The Buyer agrees and acknowledges that the Supplier and/or a supplier of the Supplier may monitor and record calls or other communications including in relation to O2's customer services.

6.12 The Buyer acknowledges that some of the Services enable access to the Internet and that use of the Internet is solely at the Buyer's risk and subject to all applicable laws. The Supplier has no responsibility for any information, software, services, goods or other materials obtained by the Buyer using the Internet.

6.13 The Buyer warrants to the Supplier that it will take all reasonable steps (including testing with up to-date commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by the Supplier under the Call-Off Contract is not

Further Competition Call-Off Order  
Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

## **7. VALUE ADDED SERVICES**

7.1 The Buyer may order Value Added Mobile Services and the Supplier may accept or decline such Orders.

7.2 The Supplier reserves the right to add to, substitute, or to discontinue any Value Added Mobile Service at any time. The Supplier does not guarantee the continuing availability of any particular Value Added Mobile Service.

## **8. BUYER EQUIPMENT**

8.1 Certain elements of the Mobile Services are dependent on the Buyer having suitable buyer equipment available and in the event that the Buyer is unable to provide such buyer equipment, then:

(a) some of the Mobile Services may not function correctly (the **Affected Services**");

(b) The Supplier may choose not to provide the Buyer with the Affected Services; and

(c) The Supplier shall have no liability for the Buyer's inability to receive those Affected Services. 8.2

Any buyer equipment must be:

(a) technically compatible with the Network and the relevant Mobile Service and shall not harm the

Network or equipment belonging to another customer;  
(b) connected to the Network strictly in accordance with the instructions of the Supplier; and (c) used by the Buyer in compliance with any relevant instructions, standards and laws.

## **9. SUSPENSION**

### **Planned Outages**

9.1 The Supplier may, from time to time, upon reasonable notice where practicable, suspend the Services during any modification or maintenance of the Network and, unless specifically agreed with the Buyer, shall have no liability in relation to such suspension.

### **Unplanned Outages**

9.2 The Supplier may, from time to time and without notice or liability to the Buyer, suspend the Services during any technical failure of the Network, because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Buyer's or Users' own security.

9.3 The Supplier shall use reasonable endeavours to restore the Services suspended in accordance with clause 9.1 or 9.2 of these Mobile Terms as soon as reasonably practicable.

9.4 The Buyer shall remain liable for all Charges levied in accordance with this Call-Off Contract during any period of suspension arising from the circumstances described in clause 9.1 or 9.2 of these Mobile Terms.

### **Actions of the Buyer**

9.5 The Supplier may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances:

- a) if the Buyer fails to comply with the terms of the Call Off Contract after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or

Further Competition Call-Off Order  
Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

- b) if the Buyer allows anything to be done which in the Supplier's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of the Supplier and/or a supplier of the Supplier.

9.6 If the Supplier has suspended the Services in accordance with clause 9.5 above, the Supplier shall restore the Services when the circumstance described in clause 9.5 above is remedied.

9.7 The Buyer shall remain liable for:

- a) all Charges levied in accordance with the Call Off Contract during any period of suspension; and
- b) all reasonable costs and expenses incurred by the Supplier in the implementation of such suspension or disconnection, where such suspension or disconnection arises from the circumstances described in clause 9.5 of these Mobile Terms.

### **Actions of O2's suppliers**

9.8 The Supplier may, without prejudice to its other rights hereunder, suspend or terminate a Service if a supplier to the Supplier suspends, terminates or lets expire the provision of services to the Supplier which the Supplier requires to provide such Service and for which the Supplier is unable to find a replacement supplier, having used its reasonable endeavours. The Supplier will provide as much notice as is reasonably possible.

### **Actions by regulators**

9.9 The Supplier may, where requested by or on behalf of a regulatory body (including because of fraud or misuse) or required to do so by law, suspend any Services provided under the Call-Off Contract.

## **10. BUYER AFFILIATES**

10.1 The Supplier acknowledges that the Buyer may permit a Buyer Affiliate to use the Services and/or Equipment supplied by the Supplier to the Buyer under the Call-Off Contract. The Buyer will procure that its Affiliates and all Users are aware of and comply with the terms of the Call-Off Contract. The Buyer shall be liable to the Supplier for any and all:

- a) claims, losses and expenses suffered or incurred by the Supplier as a result of a breach of a term of the Call-Off Contract resulting from a User's use of the Services and/or Equipment; and
- b) losses, costs and expenses resulting from any claims against the Supplier made by any of the Buyer's

Affiliates or Users (or any other Third Party whom the Buyer has permitted to use a Service and/or Equipment) to the extent that such claims exceed the financial caps and other limitations on liability as set out in the Call-Off Contract.

10.2 The foregoing liabilities shall remain in full force and effect notwithstanding any termination of the Call-Off Contract.

Further Competition Call-Off Order  
Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

## **ANNEX B - Mobile Equipment Terms**

The following additional terms and conditions apply to the provision of Mobile Equipment.

### **1. DEFINITIONS**

In these Mobile Equipment Terms, in addition to those terms set out in the Core Terms, Joint Schedules, Call-Off Schedules and the Mobile Terms the following terms and expressions apply:

**“Accessory”** means an item of equipment sold separately for use with Mobile Equipment but which is not on its own Mobile Equipment (such as phone cases or phone chargers which are supplied in addition to those packaged along with a phone) and which cannot be used without Mobile Equipment in connection with Mobile Services;

**“Mobile Equipment”** means any phones and related items (including, but not limited to USB modems and phone chargers packaged along with a phone) or other equipment provided by the Supplier to the Buyer under the Call-Off Contract for use in connection with the Mobile Services and which, for the avoidance of doubt, is included in the definition of Equipment in the Call-Off Contract;

**“Mobile Equipment Terms”** means this document entitled “Mobile Equipment Terms”.

### **2. USE OF MOBILE EQUIPMENT**

The following additional terms and conditions shall apply to the provision by the Supplier to the Buyer of Mobile Equipment specified in the Call-Off Contract and/or the Supplier’s Service Offer (as applicable) as well as any Mobile Equipment ordered pursuant to an order placed pursuant to this Call-Off Contract.

### **3. ORDERS**

3.1 The Buyer shall be entitled to place with the Supplier an order for any Mobile Equipment identified by the Supplier from time to time.

3.3 The Supplier’s acceptance of an order is subject to availability and the Supplier may reject any order without any liability to the Buyer. In the event that the Supplier accepts an order, that order will be processed accordingly. Any order, once accepted by the Supplier, may not be revoked by the Buyer.

3.3 The Supplier reserves the right to add to, substitute, or to discontinue any item of Mobile Equipment at any time. The Supplier does not guarantee the continuing availability of any particular item of Mobile Equipment.

### **4. DELIVERY, ACCEPTANCE AND RISK**

4.1 The Supplier will deliver the Mobile Equipment to the address specified on the completed order provided that address is within the United Kingdom.

4.2 The Buyer shall be deemed to have accepted an item of Mobile Equipment:

(a) when that item of Mobile Equipment has been delivered, if the Supplier is to deliver the item of Mobile Equipment; or

(b) when the Buyer takes possession of that item of Mobile Equipment, if the item of Mobile Equipment is to be collected by the Buyer.

#### Further Competition Call-Off Order

Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

4.3 Risk in an item of Mobile Equipment will pass to the Buyer when the item of Mobile Equipment is accepted by the Buyer. The Buyer shall not be liable for any loss or damage to the item of Mobile Equipment to the extent that such loss or damage is caused by the negligence of the Supplier or its suppliers.

### 5. TITLE IN THE MOBILE EQUIPMENT

5.1 Title to an item of Mobile Equipment supplied by the Supplier to the Buyer pursuant to the Call-Off Contract shall pass to the Buyer once the Supplier has received payment in full for such items. Such payment includes where the Buyer uses the Transformation Fund for payment. Mobile Equipment may be "latched" such that they can only be used on O2's Network. In the event that Mobile Equipment is latched to the O2 Network, then upon request the Supplier will provide an unlatching code at no Charge.

### 6. OBLIGATIONS OF THE BUYER

6.1 The Buyer will, and shall take all reasonable steps to ensure that its employees will pay the standard charges levied by the Supplier from time to time applicable to repair work on Mobile Equipment which is outside (in scope or time) the warranty provided under the Call-Off Contract.

6.2 The Supplier reserves the right to bar service to any Mobile Equipment supplied under the Call-Off Contract where in the Supplier's reasonable opinion that Mobile Equipment is not being used in a manner which Supplier would expect including but not limited to where the Mobile Equipment is:

(a) used in conjunction with a SIM Card connected to a tariff other than one which the Buyer has ordered under the Call-Off Contract;

(b) used in conjunction with a SIM Card allocated to any other Supplier customer's account; (c) used solely or predominantly on a roaming basis; or

(d) (or the SIM Card supplied in conjunction with such Mobile Equipment is) not used on the Network within 45 days from the date of despatch by the Supplier, or during any other period of 30 consecutive days; unless the Supplier and the Buyer have agreed otherwise.

6.3 At the Buyer's expense, the Buyer shall return to the Supplier any Mobile Equipment that has been barred pursuant to clause 6.2 of these Mobile Equipment Terms and to which the Supplier retains title. In the event that the Buyer fails to return any such Mobile Equipment within two (2) weeks of written notice from the Supplier to do so, then the Buyer agrees to pay the Supplier the price set out in the Replacement section of the Supplier's Device Price List from time to time for such Mobile Equipment (and is accessible here: <https://connect.o2.co.uk/publicdeviceprices2> or alternatively you can request a copy from your dedicated UK based public sector customer service team).

6.4 The Buyer shall ensure that their Mobile Equipment is up to date with the latest available version of the manufacturer's Software. Any failure by the Buyer to ensure their Mobile Equipment Software is maintained on the latest version may result in performance issues which the Supplier shall not be liable for.

### 7. WARRANTIES

7.1 The Supplier warrants that each item of Mobile Equipment will conform in all material respects to the manufacturer's specification for a period of 12 months from the date on which such item of Mobile Equipment is despatched to the Buyer by the Supplier (a "Warranty Period") unless special conditions

associated with certain Mobile Equipment apply.

7.2 The Supplier warrants that any Software will conform in all material respects to the manufacturer's specification for a period of three months from the date on which such Software is despatched to the

Further Competition Call-Off Order  
Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

Buyer by the Supplier (a "Warranty Period") unless special conditions associated with certain Software apply.

7.3 If, within the relevant Warranty Period, the Buyer notifies the Supplier of any defect or fault in the Mobile Equipment or Software arising under normal use in consequence of which it fails to conform in any material respect with the manufacturer's specification the Supplier shall, at the Supplier's option either: repair the faulty Mobile Equipment or Software; or, replace the faulty Mobile Equipment or Software with the same or an equivalent item of Mobile Equipment or Software which may be a new or refurbished item. In the event that Mobile Equipment or Software is provided to replace Mobile Equipment or Software which has failed during its Warranty Period, the replacement Mobile Equipment or Software will be provided with its own Warranty Period which shall last for the greater of:

a) three months from the date on which the replacement Mobile Equipment or Software is despatched to the Buyer; or b) the outstanding period of the original Warranty Period.

7.4 The warranty obligations set out in clause 7.3 of these Mobile Equipment Terms shall not apply in the event that a person has amended or damaged the Mobile Equipment or Software, or used it for a purpose or in a context, other than in accordance with the Supplier's or the manufacturer's instructions and advice.

7.5 If the Buyer reports a defect or fault in the Mobile Equipment or Software to the Supplier, and is provided with a replacement item pursuant to clause 7.3 above, the Supplier reserves the right to charge the Buyer for the replacement item in the following circumstances:

(a) where the faulty or defective Mobile Equipment is not returned to the Supplier within 14 days of provision to the Buyer of a replacement for the faulty Mobile Equipment or Software;

(b) where the Supplier considers that the defect or fault in the Mobile Equipment or Software is caused by use, amendment or damage described in clause 7.4, above; or

(c) where no fault or defect is detected in the Mobile Equipment or Software.

Further Competition Call-Off Order  
Form V1.0 12082019

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

## Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

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

1.3.12 Where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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

<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Ancillary Services"</b>	means those components described in paragraph 1.2.4 of Part A of Framework Schedule 1 (Specification);
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;
<b>"Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) where the Relevant Authority is a Buyer, and the value of the relevant Call-Off Contract is greater than £3 million, verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened</li> </ul>



# **Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	<p>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;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>"Auditor"</b>	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;

**Joint Schedule 1 (Definitions)**

Crown Copyright 2018

<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Buyer System"</b>	has the meaning given to it in Schedule 6 (ICT Services);

**"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;

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

4

# **Joint Schedule 1 (Definitions)**

Crown Copyright 2018

<b>"Catalogue Publication Portal"</b>	the CCS online publication channel via which Buyers can view the Catalogue;
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>"Central Government Body"</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"><li>a) Government Department;</li><li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c) Non-Ministerial Department; or</li><li>d) Executive Agency;</li></ul>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;

<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including

Framework Ref: RM3808

Project Version: v1.0

5

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### Joint Schedule 1 (Definitions)

Crown Copyright 2018

	IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;

<b>"Core Network"</b>	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call Off Contract;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Staff;</li> <li>ii) employer's National Insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> </ul>

Framework Ref: RM3808

Project Version: v1.0

6

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	<p>v) any other contractual employment benefits;</p> <p>vi) staff training;</p> <p>vii) work place accommodation;</p> <p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;

(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 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;

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

### Joint Schedule 1 (Definitions)

Crown Copyright 2018

<b>"Direct Award Criteria"</b>	means the award criteria to be applied for the direct award of Call Off Contracts for Services set out in Framework Schedule 7 (Call-Off Award Procedure);
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> <li>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</li> <li>b) is required by the Supplier in order to provide the Deliverables; and/or</li> <li>c) has been or shall be generated for the purpose of providing the Deliverables;</li> </ul>

<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;

Framework Ref: RM3808

Project Version: v1.0

9

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 1 (Definitions)**

Crown Copyright 2018

<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Call-Off Order Form;



<b>"Estimated Yearly Charges"</b>	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;

Framework Ref: RM3808

Project Version: v1.0

10

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 1 (Definitions)**

Crown Copyright 2018

<b>"FOIA"</b>	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
---------------	--

<b>"Force Majeure Event"</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> <li>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</li> <li>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or</li> <li>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> <li>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> <li>iii) any failure of delay caused by a lack of funds;</li> </ul> </li> </ul>
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
<b>"Framework Expiry Date"</b>	the date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;

<b>"Framework Initial Period"</b>	the initial term of the Framework Contract as specified in the Framework Award Form;
-----------------------------------	--

<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;

**"Framework Tender Response"**

the further competition procedure described in Framework Schedule 7 (Call-Off

**"Further Competition Procedure" or "Further Competition"**

Framework Ref: RM3808 Project Version: v1.0  
the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);

12

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

<b>"Government Data"</b>	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</li> </ul> <p>b) any Personal Data for which the Authority is the Controller;</p>
<b>"Government Procurement Card"</b>	<p>the Government's preferred method of purchasing and payment for low value goods or services  <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a>;</p>
<b>"Guarantor"</b>	<p>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;</p>
<b>"Halifax Abuse Principle"</b>	<p>the principle explained in the CJEU Case C-255/02 Halifax and others;</p>
<b>"Health and Social Care Network or HSCN"</b>	<p>the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate; and as described at <a href="https://digital.nhs.uk/services/health-and-social-care-network">https://digital.nhs.uk/services/health-and-social-care-network</a>;</p>
<b>"HMRC"</b>	<p>Her Majesty's Revenue and Customs;</p>
<b>"ICT Environment"</b>	<p>the ICT systems related to a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);</p>
<b>"ICT Policy"</b>	<p>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;</p>
<b>"ICT Services"</b>	<p>the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);</p>
<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> </ul>

**Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	<p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Indexation"</b>	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"**

**Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	<p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub Contract"</b>	each Sub-Contract with a Key Subcontractor;

<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p>
----------------------------	---

Framework Ref: RM3808

Project Version: v1.0

15

Model Version: v3.0

**Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	<p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
<b>"Know-How"</b>	<p>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;</p>

**"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 Supplier is bound to comply;

**"Lots"** the number of lots specified in Framework Schedule 1 (Specification), if applicable;

**Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	c) is not submitted by the reporting date(including where a Nil Return should have been filed);
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task specified as such in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>



<b>"Occasion of Tax Non – Compliance"</b>	<p>where:</p> <ul style="list-style-type: none"> <li>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> </li> <li>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</li> </ul>
<b>“OJEU Contract Notice”</b>	has the meaning given to it in the Framework Award Form;

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

17

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 1 (Definitions)**

Crown Copyright 2018

<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources 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 manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> <li>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> <li>h) the actual Costs profile for each Service Period;</li> </ul>
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract;

<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Primary Services"</b>	means the components described in paragraph 1.2.2 of Part A of Framework Schedule 1 (Specification);
<b>Processor</b>	takes the meaning given in the GDPR;
<b>Processor Personnel:</b>	all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

<b>“Prohibited Acts”</b>	a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:
--------------------------	--

Framework Ref: RM3808

Project Version: v1.0

19

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### Joint Schedule 1 (Definitions)

Crown Copyright 2018

	<ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> <li>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</li> <li>c) committing any offence: <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> </li> <li>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
<b>“Protective Measures”</b>	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>a) the nature of the data to be protected</li> <li>b) harm that might result from Data Loss Event;</li> <li>c) state of technological development</li> <li>d) the cost of implementing any measures</li> </ul> <p>including but not limited to 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;</p>
<b>“Public Services Network or PSN”</b>	<p>the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at <a href="https://www.gov.uk/government/groups/public-services-network">https://www.gov.uk/government/groups/public-services-network</a>;</p>
<b>“Recall”</b>	<p>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;</p>

<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:

Framework Ref: RM3808

Project Version: v1.0

20

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	<ul style="list-style-type: none"> <li>a) full details of the Default that has occurred, including a root cause analysis;</li> <li>b) the actual or anticipated effect of the Default; and</li> <li>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</li> </ul>
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Reimbursable Expenses"</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;

<b>"Relevant Authority's Confidential Information"</b>	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

Framework Ref: RM3808

Project Version: v1.0

21

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### Joint Schedule 1 (Definitions)

Crown Copyright 2018

<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;

<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Annex 2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call Off Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	<p>means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a representative sample of Orders as specified in Framework Schedule 8 and must provide assurance that:</p> <p>a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;</p>

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

22

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	<p>b) all related invoices are completely and accurately included in the MI Reports;</p> <p>c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and</p> <p>d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS</p>
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Offer"</b>	a Deliverable made available to Buyers by the Supplier via the Catalogue;
<b>"Service Offer Effective Date"</b>	the date when the Service Offer will be available to Buyers on the Catalogue;
<b>"Service Offer Expiry Date"</b>	the date the Service Offer will be/was removed from the Catalogue;
<b>"Service Offer Price Card"</b>	means a list of prices, rates and other amounts for a specific Service Offer;
<b>"Service Offer Template"</b>	the template set out at Annex 1 to Part B of Framework Schedule 3 (Framework Prices);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	means: a) any delivery point for the Services (including the Buyer Premises, the Supplier's premises, third party premises, or any non-premises location, such as kerbside cabinets and bus shelters); or

Framework Ref: RM3808

Project Version: v1.0

23

Model Version: v3.0

**Joint Schedule 1 (Definitions)**

Crown Copyright 2018

	b) from to or at which i) the Services are (or are to be) provided; or ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or c) where any part of the Supplier System is situated; or a) d) any physical interface with the Buyer's System takes place
<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;



<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
<b>"Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;

### **"Statement of Requirements"**

Project Version: v1.0

a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;

### **"Storage Med90 G2.1 Tmq7"**

<b>"Sub-Contract"</b>	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> <li>a) provides the Deliverables (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>"Supplier Action Plan"</b>	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	<ul style="list-style-type: none"> <li>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</li> <li>c) Information derived from any of (a) and (b) above;</li> </ul>
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>"Supplier Non Performance"</b>	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supplier System"</b>	has the meaning given to it in Schedule 6 (ICT Services);
<b>"TEM Provider"</b>	means a Supplier appointed by CCS to provide telecoms expense management;

## **"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;

Model Version: v3.0

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### Joint Schedule 1 (Definitions)

Crown Copyright 2018

	Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for <ul style="list-style-type: none"> <li>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</li> <li>(ii) Commercially Sensitive Information;</li> </ul>
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>"US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

**Joint Schedule 2 (Variation Form)**

Crown Copyright 2018

**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)

Contact Details		
This variation is between:	<b>[delete]</b> as applicable: CCS / Buyer] ("CCS" "the Buyer") And <b>[insert]</b> name of Supplier] ("the Supplier")	
Contract name:	<b>[insert]</b> name of contract to be changed] ("the Contract")	
Contract reference number:	<b>[insert]</b> contract reference number: Framework Contract reference/Call-Off Contract reference]	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: CCS/Buyer/Supplier]	
Variation number:	<b>[insert]</b> variation number]	
Date variation is raised:	<b>[insert]</b> date]	
Proposed variation		
Reason for the variation:	<b>[insert]</b> reason]	
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: · <b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ <b>[insert]</b> amount]
	Additional cost due to variation:	£ <b>[insert]</b> amount]
	New Contract value:	£ <b>[insert]</b> amount]

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

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 1

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

**Joint Schedule 2 (Variation Form)**

Crown Copyright 2018

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

**Joint Schedule 3 (Insurance Requirements)**  
Crown Copyright 2018

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

### **1. The insurance you need to have**

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

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

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

**Joint Schedule 3 (Insurance Requirements)**

Crown Copyright 2018

**3. What happens if you aren't insured**

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the 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.

**4. Evidence of insurance you must provide**

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

**5. Making sure you are insured to the required amount**

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

**6. Cancelled Insurance**

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non renewal of any of the Insurances.

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

**7. Insurance claims**

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.



- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

# ANNEX: Required Insurances

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

Framework Ref: RM3808  
Project Version: v1.0

Model Version: v3.1 4

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

Joint Schedule 4 (Commercially Sensitive Information)  
Crown Copyright 2018

## Joint Schedule 4 (Commercially Sensitive

# Information)

## 1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	12/03/2021	The contents of all of the O2 tender submission, to include the ITT Response, supporting documents, Pricing Spreadsheet including the Service Levels and charges provided to you our Buyer, these are bespoke and the publication of them would materially prejudice our commercial position in the market place. This information should therefore remain confidential as it is highly commercially sensitive.	Call-Off Contract Period

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.1 1

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

## Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2018

## 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](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 reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the relevant Call-Off Contract shall be enacted via the Variation Procedure.

## **2. Equality and Accessibility**

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

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

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

### **3.1 The Supplier:**

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world.

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 1

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

### **Joint Schedule 5 (Corporate Social Responsibility)**

Crown Copyright 2018

- 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 to wages before they enter;

4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect to 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

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 2

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 5 (Corporate Social Responsibility)**

Crown Copyright 2018

(c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

#### **5. Working Hours**

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

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>

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 3

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

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

Crown Copyright 2018

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

### **1. Restrictions on certain Subcontractors**

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

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

1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer by completing and submitting a Variation Form as set out in Joint Schedule 2 (Variation Form) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key

Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

- 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
- 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 1

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

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

Crown Copyright 2018

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

**Joint Schedule 7 (Financial Difficulties)**  
Crown Copyright 2018

## 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”**

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;

**"Financial Distress Event"**

the minimum credit rating level for the Monitored Company as set out in Annex 2 and

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;

c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;

d) ( A)-4(n)6(n)-3(e)-3(x)10( 237co(le)8(m)-6(p)-3(a)6(n)-3(y)

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 performance of any Contract and delivery of the Deliverables in accordance with any Call-off Contract;

**"Financial Distress Service Continuity Plan"**

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"**

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued

the Supplier, any [Framework Guarantor or Call-Off Guarantor or any Key Subcontractor]

**"Rating Agencies"** 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 Schedule shall apply to all Call-Off Contracts unless:

2.2.1 where the Buyer has conducted a direct award from the Catalogue the Supplier has indicated in the relevant Service Offer that Joint Schedule 7 shall not apply; or

2.2.2 where specified by a Buyer that has undertaken a Further Competition that this Schedule shall not apply.

2.3 The terms of this Schedule shall survive:

2.3.1 under the Framework Contract until the later of (a) the termination or Expiry Date of the Framework Contract; or (b) the latest date of termination or Expiry Date of any Call-Off Contract entered into under the Framework Contract (which might be after the date of termination or Expiry Date of the Framework Contract); and

2.3.2 under the Call-Off Contract until the termination or Expiry Date of the Call-Off Contract.

Framework Ref: RM3808  
Project Version: v1.0

Model Version: v3.2 1

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

**Joint Schedule 7 (Financial Difficulties)**  
Crown Copyright 2018

## **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 either 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 written calculations of the quick ratio for the Monitored Company be as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

where:

A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;

B is the value of all marketable securities held by the Monitored Company determined using closing prices on the Working Day preceding the relevant date;

C is the value at the relevant date of all account receivables of the Monitored Company; and

D is the value at the relevant date of the current liabilities of the Monitored Company.

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 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 the credit rating of the Monitored Company (as the case may be) shall be

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.3 1

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 7 (Financial Difficulties)**

Crown Copyright 2018

deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

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

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to

4.6.

4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days

to: 4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.4 1

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 7 (Financial Difficulties)**

Crown Copyright 2018

until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

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.

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

## **5. When can CCS or the Buyer 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; and/or

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

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial

Framework Ref: RM3808  
Project Version: v1.0

Model Version: v3.5 1

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

**Joint Schedule 7 (Financial Difficulties)**  
Crown Copyright 2018

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' rights and remedies under Paragraph 4, 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).

**Joint Schedule 7 (Financial Difficulties)**

Crown Copyright 2018

## **ANNEX 1: Rating**

### **Agencies** Rating Agency 1: Dun &

Bradstreet

**Joint Schedule 7 (Financial Difficulties)**  
Crown Copyright 2018

## ANNEX 2: Credit Ratings & Credit Rating Thresholds

### Part 1: Current Rating

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	2 Lower than Average Risk	D&B Risk Indicator 2 Lower than average risk

**Joint Schedule 10 (Rectification Plan)**  
Crown Copyright 2018

## Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause 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]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to	Steps	Timescale	

rectification:	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Timescale for complete Rectification of Default  
[X] Working Days

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 2

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### Joint Schedule 10 (Rectification Plan)

Crown Copyright 2018

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

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 2

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

## **Joint Schedule 11 (Processing Data)**

- 1.1 The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 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 operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations 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.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
  - (a) process that Personal Data only in accordance with this Joint Schedule 11 (Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, 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 Data Loss Event;
    - (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 this Contract (and in particular this Joint Schedule 11 (Processing Data));

Framework Ref: RM3808

Project Version: v1.1

Model Version: v3.0 1



- (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 clause;
  - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
  - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
  - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with 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;
- (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.

1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject 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 this Contract;

Framework Ref: RM3808  
Project Version: v1.1

Model Version: v3.0 2

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

**Joint Schedule 11 (Processing Data)**  
Crown Copyright 2018

- (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 Data Loss Event.

1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly 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 the Controller to comply with a Data Subject 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 Data Loss Event;
- (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.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. 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 GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

Framework Ref: RM3808

Project Version: v1.1

Model Version: v3.0 3

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

#### **Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect

to the terms set out in this Joint Schedule 11 (Processing Data) such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub processors.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.15 Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

Framework Ref: RM3808  
Project Version: v1.1

Model Version: v3.0 4

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

**Joint Schedule 11 (Processing Data)**  
Crown Copyright 2018

## **Annex 1: a) Authorised Processing Template**

<b>Call-Off Contract:</b>	<b>RM 3808</b>
<b>Date:</b>	<b>12/03/2021</b>

<b>Description Of Authorised Processing</b>	<b>Details</b>
<p>Identity of the Controller and Processor</p>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.</p>
<p>Subject matter of the processing</p>	<p>Processing will relate to Buyer and end user information required to setup and manage the ongoing provision of the Call-Off Deliverables.</p>
<p>Duration of the processing</p>	<p>Processing will take place for the duration of the Call Off Initial Period and any applicable Call-Off Optional Extension Period until terminated, with some data being retained where continued use after the termination date is justified.</p> <p>Data collected by the Supplier in the course of delivering the Call-Off Deliverables to an end-user will be processed in the Supplier's capacity as a Data Controller. This will be done in line with the Supplier's Information Retention Policy.</p>
<p>Nature and purposes of the processing</p>	<p>The nature and purposes of the processing where the Supplier is the Data Processor, will take place to administer and enable the provision of the Call-Off Deliverables. The Supplier will store and process elements of Personal Information relating to the initial setup and ongoing operations of the Call-Off Deliverables.</p> <p>Data collected by the Supplier in the course providing the Call-Off Deliverables to end-users will be</p>

Framework Ref: RM3808  
Project Version: v1.1

Model Version: v3.0 5

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

**Joint Schedule 11 (Processing Data)**  
Crown Copyright 2018

	processed in the Supplier's capacity as a Data Controller.
Type of Personal Data	Employee and End User data.
Categories of Data Subject	Employees and other end users of the Call-Off Deliverables.
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	Personal data is retained in accordance with the Supplier's data retention policy and security policy, available here <a href="https://www.o2.co.uk/help/safety-and security">https://www.o2.co.uk/help/safety-and security</a> .

Framework Ref: RM3808  
Project Version: v1.1

Model Version: v3.0 6

DocuSign Envelope ID: 2FCAC2BE-585E-4C5C-9F59-EE84A910C951

**Joint Schedule 11 (Processing Data)**  
Crown Copyright 2018

## **Annex 2: Joint Controller Agreement NOT USED**

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

Call-Off Ref: CCZN21A05

Crown Copyright 2018

## **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->

# **Annex A: List of Transparency Reports**

Not Applicable

# Call-Off Schedule 2 (Staff Transfer)

## 1. Definitions

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

### **"Employee Liability"**

with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

Framework Ref: RM3808 Project Version: v1.0  
Model Version: v3.1

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



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

Call-Off Ref: CCZN21A05

Crown Copyright 2018

**"Former Supplier"**

similar to the Deliverables (or any part of the Deliverables) and shall include any Sub contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

**"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:

(a) their ages, dates of commencement of employment or engagement, gender and place of work;

(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;

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

Call-Off Ref: CCZN21A05

Crown Copyright 2018

- c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"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"**

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 Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor 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 following parts of this Schedule shall apply to this Call Off Contract:

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

# **PART A: Staff Transfer at the Start Date**

## **Outsourcing from the Buyer**

### **1. What is a relevant transfer**

#### **1.1 The Buyer and the Supplier agree that:**

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor 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 Sub-contractor 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 Sub contractor 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;

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

2.3.3 if such offer of employment is accepted, the Supplier shall

immediately release the person from its employment;

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

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-contractor 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 Sub-contractor; or

2.4.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor 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 Sub-contractor 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 Sub-contractor 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 Sub-contractor 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